

NOTICE

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

DATE: TUESDAY, MAY 13, 2014

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

**TIME: 5:20 PM Closed Session
7:00 PM Open Session**

A G E N D A

- | | | Pg. No. |
|---------|--|---------|
| 1. | Call to Order | |
| 2. | Roll Call – Establish Quorum
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Administrative Services: | |
| 3.1.1 | CONFERENCE WITH REAL PROPERTY NEGOTIATORS
- Various Properties
Agency negotiator: Dr. Casey Goodall.
Under negotiation: Status of property and negotiations | |
| 3.1.2 | CONFERENCE WITH LEGAL COUNSEL - Anticipated litigation
Significant exposure to litigation pursuant to subdivision (d) of
Government Code Section 54956.9: 2 cases | |
| 3.2 | Educational Services: | |
| 3.2.1 | Intra-District Attendance Appeal | |
| Action: | Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__ | |
| 3.2.2 | Finding of Fact #13-14/#50, 51, 52, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 69, 70, 71, 73, 74, 75 | |
| 3.2.3 | Application for Reinstatement #13-14/#27 | |
| Action: | Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__ | |
| 3.2.4 | PE Exemption – WHS #10322384 | |
| Action: | Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__ | |
| 3.2.5 | Request to Expunge Records #13-14/#3, #4 | |
| Action: | Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__ | |

3.3 Human Resources:

Pg. No.

3.3.1 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-191, Pursuant to Article XXIII

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

3.3.2 Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-857, Pursuant to Article XX

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

3.3.3 Approve the Non-Reelection of Probationary Certificated Employees #UC-858, #UC-859, #UC-860, #UC-861, #UC-862, #UC-863, and #UC-864, Pursuant to Education Code Section 44929.21(b)

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

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

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

3.3.5 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 Report Out of Action Taken on Intra-District Attendance Appeal

Action: Vote: Yes__ ; No__ ; Absent__ ; Abstain__.

6b Finding of Fact #13-14/#50, 51, 52, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 69, 70, 71, 73, 74, 75

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

6c Report Out of Action Taken on Application for Reinstatement #13-14/#27

Action: Vote: Yes__ ; No__ ; Absent__ ; Abstain__.

6d Report Out of Action Taken on PE Exemption – WHS #10322384

Action: Vote: Yes__ ; No__ ; Absent__ ; Abstain__.

6e Report Out of Action Taken on Request to Expunge Records #13-14/#3, #4

Action: Vote: Yes__ ; No__ ; Absent__ ; Abstain__.

6f Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-191, Pursuant to Article XXIII

Action: Vote: Yes__ ; No__ ; Absent__ ; Abstain__.

6g Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-857, Pursuant to Article XX

Action: Vote: Yes__ ; No__ ; Absent__ ; Abstain__.

6h Report Out of Action Taken on Approve the Non-Reelection of Probationary Certificated Employees #UC-858, #UC-859, #UC-860, #UC-861, #UC-862, #UC-863, and #UC-864, Pursuant to Education Code Section 44929.21(b)

Action: Vote: Yes__ ; No__ ; Absent__ ; Abstain__.

7. Approve Regular Minutes of April 8, 2014.

1-6

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

	Pg. No.
8. Student Representative Reports: None.	
9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:	
9.1 Kimball High School Update	
9.2 Recognize and Congratulation the West High School Boys Tennis Team for Winning the School's Second-Straight TCAL Title	
9.3 Recognize and Congratulate West High School Senior Samantha Segur for Recently Winning the CTA Annual Cesar Chavez Memorial Education Award in the Visual Arts Category	
9.4 Recognize Tracy Unified School District Retirees for the 2013-14 School Year	7
10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).	
11. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.	
11.1 Administrative & Business Services:	
11.1.1 Receive Plan Delineating How Common Core Implementation Funds Shall Be Spent	8
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 Approve 2014-2015 Designation of CIF Representatives to League	9-11
13.1.2 Approve Accounts Payable Warrants (March, 2014) (Separate Cover Item)	12
13.1.3 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
13.1.4 Approve Payroll Reports (March, 2014)	15-17
13.1.5 Approve Revolving Cash Fund Reports (March, 2014)	18-20
13.1.6 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	21-22
13.1.7 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	23-24

		Pg. No.
	13.1.8 Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45 (Separate Cover Item)	25-27
13.2	Educational Services:	
	13.2.1 Ratify Memorandum of Understanding (MOU) with the Great Valley Writing Project to Present on May 2, 2014 to Grades 7-12 English Language Arts (ELA), History/Social Studies and Science Teachers to Further Implementation of the Common Core State Standards for ELA, History/Social Studies and Science	28-32
	13.2.2 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education Science Department to Provide Teacher Training and Support for the 2014 Summer Science Programs: Brainiac Academy and Pre-Biology Bootcamp	33-36
	13.2.3 Approve Master Contract and Individual Services Agreement with South San Joaquin Ed Center, NPS, for the 2013-2014 School Year (Separate Cover Item)	37
	13.2.4 Approve Out of State Travel for the Kimball High School Health Occupations Students of America (HOSA) Club Members to Participate in the HOSA National Leadership Conference in Orlando, Florida on June 24 – 30, 2014	38
	13.2.5 Approve Out of State Travel for Troy Brown and Bruce Sawyer to Attend the Model Schools Conference on June 22-25, 2014 in Orlando, Florida	39
	13.2.6 Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 14, 2014	40-41
	13.2.7 Approve Overnight Travel for the Kimball High School Yearbook Design Students to Attend the Bay Area Yearbook Seminar at the University of California Santa Cruz on July 14-16, 2014	42
	13.2.8 Ratify Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover Item)	43
13.3	Human Resources:	
	13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	44-45
	13.3.2 Approve Classified, Certificated and/or Management Employment	46-48
	13.3.3 Ratify Agreement for Special Contract Services for Assistant Track Coach Dyan Brown for the 2014 Track Season	49-51
	13.3.4 Ratify Agreement for Special Contract Services for Assistant Baseball Coaches Chris Anklam, Ryan Scornaienchi, and Jerry Ortega for the 2013-2014 Spring Season	52-58
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.	

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|---------------|---|--------------------------------------|
| 14.1 | Administrative & Business Services: | Pg. No. |
| 14.1.1 | Adopt Resolution No. 13-22 Authorizing Temporary Loans between Funds for the 14/15 School Year | 59-60 |
| | Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__. | |
| 14.1.2 | Adopt Resolution No. 13-23 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Office Interior Modifications of the ISET Department Project | 61-63 |
| | Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__. | |
| 14.2 | Educational Services: | |
| 14.2.1 | Approve the District Summer School Programs for 2014 | 64-65 |
| | Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__. | |
| 14.2.2 | Consideration of and Action to Approve Notice of Violation to California Virtual Education Partners ("CAVEP") | 66-105 |
| | Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__. | |
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| 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 27, 2014 | |
| 17.2 | June 10, 2014 | |
| 17.3 | June 24, 2014 | |
| 17.4 | August 12, 2014 | |
| 17.5 | August 26, 2014 | |
| 18. | Upcoming Events: | |
| 18.1 | May 26, 2014 | No School, Memorial Day |
| 18.2 | May 30, 2014 | Last Day of School |
| 18.3 | May 31, 2014 | Graduation |
| 18.4 | August 11, 2014 | First Day of School (2014-15) |
| 18.5 | September 1, 2014 | No School, Labor Day |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, April 8, 2014**

- 5:20 PM:** 1-3. President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, J. Vaughn.
Absent: K. Lewis
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:10 PM** 5. President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Intra-District Attendance Appeal #13-14/AA5
Action: Vote: Denied. Yes-6; No-0; Absent-1(Lewis)
6b Finding of Fact #13-14/#53
Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Lewis)
6c Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees Pursuant to Article XX
Action: Vote: Approved. Yes-6; No-0; Absent-1(Lewis)
6d Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-855 Pursuant to Article XX
Action: Vote: Denied. Yes-6; No-0; Absent-1(Lewis)
6e Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-856 Pursuant to Article XX
Action: Vote: Denied. Yes-6; No-0; Absent-1(Lewis)
- Minutes:** 7. **Approve Special Minutes of March 19, 2014.**
Action: Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
Approve Special Minutes of March 21, 2014.
Action: Silva, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
Approve Regular Minutes of March 25, 2014.
Action: Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- Employees Present:** C. Minter, B. Carter, B. Sawyer, T. O'Hara, J. Noll, S. Smith, J. Danoy, L. Dopp, D. Voloshin, K. Alcorn, C. Woo, E. Valadez, C. Johnston, G. Piuser, S. Baker, M. Williams, J. Anderson, T. Morris, K. Jacobs
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** B. Pekari, M. Avalos, W. Ramos, R. Sasing, T. Hoang, H. Faizi, G. Hepner, J. Bush, M. Beringer, V. Stewart, P. Warwick, C. Rouse, R. Rasmassin, J. O'Hara, D. Piuser, L. Huckaba, K. Johnson, C. Woods, T. Zamora
- Student Rep** 8. **Tracy High:** Mika Fithian was unable to attend tonight.

Reports:

West High: Jessica Rasmussen commented that they recently held the “Every 15 Minutes” presentation. Students represented many people who are victims of drunk driving accidents. The assembly showed what happens before and after accidents. The guest speakers were very good and many tears were shed. They are kicking off senior activities. They watched a slide show of pictures from freshman year. The baseball team enjoyed a victory over St. Mary’s.

Kimball High: Lindsay Huckaba commented that prom will be held this Saturday and the theme is “Gatsby Night on the Water”. April 14 through 17 will be spirit week for spring sports with the last rally of the year. The end of year is coming and many senior activities are planned like their trip to Magic Mountain. Testing is coming up. Students feel safe with the recent threats because of the extra security.

Stein High: Steven Medina was unable to attend tonight.

Recognition & Presentations:

9.1 Tracy High School Update

Principal, Jason Noll, presented a power point on the common core. Their focus is on critical reading by marking and charting the text. They have had staff meetings to teach skills to staff and use *AVID Weekly* to get authentic resources. Professional Learning Communities started meeting once a month at the beginning of year to review common core, however they needed more time and have started meeting three times a month to have more time to focus on common core. They take information back to the classroom and bring information back to the meetings to discuss issues. They need more staff collaboration in departments and to be able to accept uncomfortable changes.

9.2 Recognize and Congratulate the Outstanding Employees of the Spring Term for the 2013-14 School Year

The following employees were recognized for Outstanding Employee of the Spring Term: Sheryl Smith, Administrative Secretary to Associate Superintendent of Business Services (classified confidential); Gloria Piuser, 3rd grade teacher at Freiler (certificated K-5); Cherie Johnston, 6th grade teacher at Freiler (certificated 6-8); and Tom O’Hara, social science teacher at West High School - certificated 9-12. The employees were given certificates.

Hearing of Delegations

10. Danielle Barberis is speaking tonight as a follow up to her comments at the March 11th board meeting regarding Hirsch principal, Andrea Silva. A petition was published to have Silva removed from her position at Hirsch. She understands that personnel files are confidential. The petition has over 200 signatures. Several statements were also turned in. She does not think that the district has taken any actions since the March 11th meeting. She is requesting to move forward on this topic and wants her dismissal to be discussed. She feels this matter is urgent. If steps cannot be immediately taken, then she requests that the district place Andrea Silva on administrative leave. She looks forward to effectively resolving these issues.

Information & Discussion Items:	11.1	Administrative & Business Services: None.
Public Hearing:	12.1	Administrative & Business Services:
	12.1.1	<p>Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) and Associated Expenditures</p> <p>Opened public hearing at 7:44 p.m. Associate Superintendent of Business Services, Dr. Casey Goodall, and Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, presented a power point regarding the LCAP. They are required to have a public hearing to inform all stakeholders of the Local Control Funding Formula. Public input will help them understand what stakeholders want and it is a requirement to developing the LCAP. The TUSD preliminary draft of the LCAP can be reviewed and will continue to be developed. This is the most dramatic change in funding since the early 1970s and replaces the old way school districts were funded. It eliminates revenue limits and most categorical programs. They reviewed the components of the LCAP and the 7 strategic goals. The draft of the plan is in progress. It must be adopted by July 1, 2014, and every 3 years thereafter, with an annual update. The next steps are to design and disseminate surveys to members of the TUSD community; compile results; conduct a 2nd public hearing of the draft on May 27th and make adjustments as needed. The LCAP and budget will be on the agenda for board approval at the June 24th meeting. They will then submit them to the San Joaquin County Office of Education by June 27th.</p> <p>Director of Alternative Programs, Linda Dopp and Director of Curriculum, Accountability and Continuous Improvement, Dr. Carol Woo, then reviewed the draft LCAP plan.</p> <p>Trustee Crandall left the meeting at 8:00 p.m. Trustee Crandall returned to the meeting at 8:02 p.m.</p> <p>This plan is new to everyone including the state. Trustee Gouveia would like to read the notes of the meetings. Closed the public hearing at 8:14 p.m.</p>
Consent Items:	Action:	Crandall, Silva. Vote: Yes-6; No-0; Absent-1(Lewis)
	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	Approve Assembly, Service, Business and Food Vendors
	13.1.3	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1** Approve Agreement for Special Contract Services with Project GLAD to Provide Teacher Training for Middle and High School Teachers in June 2014
- 13.2.2** Approve Out of State Travel for Ken Wedel to Attend the United World College; International Baccalaureate Teacher Training Workshop in Albuquerque, New Mexico on June 23 – 26, 2014
- 13.2.3** Ratify the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Sow A Seed Community Foundation to Provide Prevention and Intervention Services to TUSD Students Eleven Through Eighteen Years of Age for the 2013-14 School Year
- 13.2.4** Approve Agreement for Special Contract Services with Carnegie Learning (CL) to Provide Implementation Support for the Adoption of CL High School Mathematics Curricula for the 2014-2015 School Year

13.3 Human Resources:

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

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Authorize the Superintendent or His Designee to Purchase One Transportation Service Truck and One Set of Koni Four Post Lifts for the Transportation Shop

Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Lewis)

- 14.1.2** Approve Agreements Between the School District and the Tracy Learning Center Charter Schools for Use of the Facilities to be Rehabilitated

Action: As amended. Silva, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)

Associate Superintendent of Business Services, Dr. Casey Goodall, reviewed the changes that the board made which including making it clear that the obligations are only those from Measure B bond, not the district's operating funds; the modernization is only to the extent of matching bond funds, and the application requires a 40 year lease agreement.

Jim Bush is the consultant for TLC. He is here tonight to support these agreements. He will review the proposed changes but does recommend that we approve the agreements and they will file the applications as soon as they can. That will help maximize the Measure B funds. Applications are due at the end of May. They are considering filing a 4th application to replace a few of the portables that are actually rented now.

- 14.1.3** Approve and Appoint the Selected Applicants for Specified Terms on the Measure S Bond Oversight Committee

Action: Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)

14.2 Educational Services:

- 14.2.1** Approve the Facilities Use Agreement (FUA) Between the Tracy

Unified School District and Tracy Learning Center Charter School for Primary Charter School, Discovery Charter School and Millennium Charter School

Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Lewis)

14.2.2 Approve Lease Termination Agreement and General Release with Nextel of California, Inc.

Action: Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)

14.2.3 Consider the Charter Renewal for the Tracy Learning Center's Primary Charter School (Separate Cover Item)

Action: Silva, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)

Erin Quintana and Carolyn Woods of Tracy Learning Center commented that they have brought a copy of the revisions they made. The board voted on the charter contained in the agenda, not the revisions. They submitted the revised charter for review.

14.3 Human Resources:

14.3.1 Approve Superintendent's Contract

Action: Crandall, Costa.

Vote: Yes-5; No-0; Absent-1(Lewis); Abstain-1(Gouveia)

Trustee Gouveia abstained from voting. He felt that the board should have selected a more diverse candidate for this position to reflect the demographics of our student population. President Vaughn stated that there was a diverse group of applicants; however the board chose the best person for the job based on qualifications, not their race.

14.3.2 Approve Agreement for Superintendent's Transition

Action: Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)

14.3.3 Approve Tentative Agreements with the Tracy Educators Association (Separate Cover Item)

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

14.3.4 Approve New Salary Increase to CSEA Salary Schedule, Based on Me-Too Clause (Separate Cover Item)

Action: Gouveia, Silva. **Vote:** Yes-6; No-0; Absent-1(Lewis)

14.3.5 Approve New TSMA Salary Agreement (Separate Cover Item)

Action: Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)

Board Reports:

Trustee Silva attended the public meeting for the LCAP. They want to hear from the public so that the decisions made will help them do the best they can for all students in our district. He also attended a charter meeting and they are continuing to make progress. Trustee Costa echoed Mr. Silva's comments. They want feedback from the public on the LCAP. She congratulated the West High baseball team for winning the St. Mary's game. Trustee Gouveia approached by a Stockton Unified board member about a program for 5th graders that provides science information. The Hispanic Business Group is having a scholarship dinner on April 26th at the Tracy Community Center. Over the years, they have given out \$80,000 in scholarships. They will be recognizing veterans at that dinner. On Easter Sunday the Latin Athletic Club is having their 40th Easter breakfast from 7:00 to 11:00 a.m. He attended the Parks and Recreation meeting and they talked about usage of bounce houses in specified parks. They are also working on the aquatic needs of the community. Trustee Guzman attended a facility use meeting. He believes that the city is not getting the right information. Something needs to be

done to make sure they are educated with the right facts. He attended the All District Music Concert. It was a tremendous event and we should be proud of our talented students. He also attended a charter meeting and is glad that both boards are working together and getting things on the right path. Trustee Crandall mentioned that his quote “Hope we made the right choice” in the Tracy Press was taken out of context. He is one of the biggest supporters of Dr. Stephens. He also attended the facility use meeting about the West High pool and they are working to try to accommodate all the swim clubs in town. Trustee Vaughn recently attended the facilities use committee meeting along with Trustees Crandall and Guzman, Bonny, Cindy and Casey. It was a great meeting and they are getting things worked out. We have built and provided the best facilities in Tracy. He can’t name one thing the city has built in the last 11 years. The city received property tax money that they did not use on our kids. If they are not providing for the kids then there is a problem, especially if they are making statements that Tracy Unified and we are providing. He also commented that no one will fill Dr. Franco’s shoes. He is happy to have Dr. Stephens here and he respects Walter’s comments and opinion.

Superintendent Report:

Dr. Franco stepped out of his conference room and when he returned, all the board members were gone. Apparently there was a fight in the parking lot and everyone went out to calm everyone down. He would like to acknowledge the following donations: Central School received \$19,400 worth of books from First Book; the district received \$22,400 from the Tracy Hospital Foundation for schools involved in the CATCH program. They are also having a gala on Friday night to raise money which goes to the foundation and back to the school district. Freiler received \$1441 from their parent association for school supplies and West High’s ASB, will get a painting of a mural valued at \$3,000 as a gift from the Class of 2014. The Every 15 Minutes program was very powerful and hopefully the students get the message. He thanked Linda Dopp who is the point person in working with the charter schools. The prom used to be held on school grounds, but starting last year Kimball High went on school buses with adult supervision. Their prom will be at His Lordship in Jack London Square. It is better than having students get rides. He thanked the board for their hard work and the people in the audience for their commitment in making things better. We are working together for the best interest of our students.

Dr. Goodall commented that the logo at West High is our own copyrighted logo. Also he wanted to let the board know that with Jefferson District’s construction, special ed students will be displaced and the county asked if TUSD could help. Staff has determined that McKinley and Monte Vista would be the best place to put them. It will require some transportation, but we will essentially break even. It is the right thing to do for our students. We will bring an agenda item on this back in May. Also, we have refinanced our Measure E Bonds, the 2006, 2007 issues, and since interest rates are so low we have saved the taxpayers \$3.85 million.

Adjourn: 8:53 pm

Action: Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis).

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: May 2, 2014
SUBJECT: Recognize Tracy Unified School District Retirees for the 2013-14 School Year

BACKGROUND: For many years, the district has honored and recognized the retirees at the District's End of the Year Recognition Ceremony in May and also at their individual sites. As part of the celebration, the District would also like to recognize the retirees for their years of service to the district.

RATIONALE: The employees are recognized by the School Board for their years of service and dedication to the students, staff, and community of Tracy.

FUNDING: N/A

RECOMMENDATION: Recognize Mary Grove, Bev Pieretti, Michele Roach, Gloria Secker, Karen Wardell, Kristi Thornton, Ben Tsukji, Sue Moriarty, and Manuel Costa as Tracy Unified School District Retirees for the 2013-14 School Year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: April 15, 2014
SUBJECT: **Receive Plan Delineating How Common Core Implementation Funds Shall Be Spent**

BACKGROUND: As a part of the 2013-14 state budget, Governor Brown and the legislature provided funds to school districts to be focused on implementation of Common Core State Standards. As a condition of receiving these funds, the district must develop and adopt a plan delineating how funds shall be spent. The plan shall be explained in a public meeting of the governing board of the district before its adoption in a subsequent public meeting. Detailed expenditure information is due to the California Department of Education (CDE) at the end of fiscal year 2014–15.

RATIONALE: Expenditure of these Common Core Implementation Funds is limited to the following purposes:

Professional development for teachers, administrators, and paraprofessional educators or other classified employees involved in the direct instruction of pupils that is aligned to the academic content standards.

Instructional materials aligned to the academic content standards.

Integration of these academic content standards through technology-based instruction for purposes of improving the academic performance of pupils, including, but not necessarily limited to, expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments.

FUNDING: Tracy Unified School District received \$3,241,729 for implementation of Common Core, and contributed an additional \$5,401,624 to these purposes, totaling \$8,643,353 specifically allocated to be expended for Common Core Implementation.

The district allocated \$995,759 for professional development, \$1,000,000 for instructional materials (math adoption), and \$6,269,770 for integration of technology based instruction. \$377,824 are planned to be expended on indirect costs.

RECOMMENDATION: Receive Report on Plan Delineating How Common Core Implementation Funds Shall Be Spent.

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



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: May 13, 2014
SUBJECT: Approve 2014-2015 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 2014-2015 Designation of CIF Representatives to League.

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

2014-2015 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 June 25, 2014.**

Tracy Unified School District/Governing Board at its 5/13/14 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2014-2015 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 TROY BROWN POSITION Principal
ADDRESS 1987 W. Lowell Ave CITY Tracy ZIP 95376
PHONE 209/830-3370 FAX 209-830-3371 E-MAIL troy.brown@tUSD.net

NAME OF SCHOOL WEST HIGH SCHOOL
NAME OF REPRESENTATIVE DEREK SPRECKSEL POSITION Athletic Director
ADDRESS 1987 W. Lowell Ave CITY Tracy ZIP 95376
PHONE 209/830-3370 FAX 209-830-3371 E-MAIL dsprecksel@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 James Franco Signature _____
Address 1875 W. Lowell Avenue 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.**

2014-2015 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 June 25, 2014.**

TRACY UNIFIED School District/Governing Board at its 5/13/14 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2014-2015 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 TBD 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 James Franco 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.**



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: April 17, 2014
SUBJECT: **Approve Accounts Payable Warrants (March, 2014)**

BACKGROUND: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (March, 2014).

Prepared by: S. Reed Call, Director of Financial Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 8, 2014
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:

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From Tracy Hospital Foundation in the amount of \$5,000.00 (ck. #1159828). This donation was made towards the Coats, Shoes and Socks for Kids Program and will benefit the students of Central School

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Jostens, Inc. in the amount of \$500.00 (ck. #1788486). This donation will be used towards "We Day" field trip transportation fees.
2. Tracy Unified School District/Kimball High School: From Kris Brocchini in the amount of \$2,500.00 (ck. #9458). This donation will help pay for students to attend the HOSA national leadership conference.
3. Tracy Unified School District/Kimball High School: From Bill Pollard, Jr. in the amount of \$1,500.00 (ck. #9245). This donation will be utilized to help pay for cheer camp in July.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Steven and Arlean Arnaudo for the amount of \$1,000.00 (ck. #3758). This donation was made towards the J. Arnaudo Scholarship fund for the 2013-2014 school year.
2. Tracy Unified School District/Tracy High School: From Leprino Foods Co. for the amount of \$700.00 (ck. #1010073521). This donation was made towards the Leprino Food Scholarship fund for the 2013-2014 school year.

3. Tracy Unified School District/Tracy High School: From Steven Nelson in the amount of \$500.00 (ck. #1091). This donation was made towards the Preston Nelson Scholarship fund for the 2013-2014 school year.
4. Tracy Unified School District/Tracy High School: From Vasuki R. Nijagal in the amount of \$1,400.00 (ck. #1840). This donation was made towards the Nijagal Family Scholarship fund for the 2013-2014 school year.
5. Tracy Unified School District/Tracy High School: From I.D.C., Inc. in the amount of \$1,000.00 (ck. #47015). This donation was made towards the I.D.C. FFA Scholarship fund for the 2013-2014 school year.

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: April 17, 2014
SUBJECT: Approve Payroll Reports (March, 2014)

BACKGROUND: Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A

RECOMMENDATION: Approve Payroll Report.

Prepared by: Reed Call, Director of Financial Services

Pay Date 03/10/2014

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	01	SACS Object	Amount	
		1100	315,054.30	Teachers' Salaries
		1200	10,857.78	Cert Pupil Support Salaries
		1300	12,229.70	Cert Suprvsrs' & Admins' Sal
		1900	39,009.03	Other Certificated Salaries
		2100	119,820.75	Instructional Aides' Salaries
		2200	130,508.21	Classified Support Salaries
		2300	1,959.28	
		2400	14,671.95	Clerical & Office Salaries
		2900	10,222.58	Other Classified Salaries
		Total Labor	654,333.58	
Fund	01	SACS Object	Amount	
		3101	23,004.49	STRS On 1000 Salaries
		3102	669.35	STRS On 2000 Salaries
		3201	225.06	PERS On 1000 Salaries
		3202	3,899.19	PERS On 2000 Salaries
		3301	6,323.69	
		3302	15,450.18	
		3402	55.59	
		3501	188.69	State Unemploy On 1000 Salary
		3502	138.58	State Unemploy On 2000 Salary
		3601	7,578.19	Worker'S Comp Ins On 1000 Sal
		3602	5,569.44	Worker'S Comp Ins On 2000 Sal
		Total Contributions	63,102.45	
Fund	12	SACS Object	Amount	
		2100	931.20	Instructional Aides' Salaries
		2400	156.36	Clerical & Office Salaries
		2900	434.24	Other Classified Salaries
		Total Labor	1,521.80	
Fund	12	SACS Object	Amount	
		3102	5.25	STRS On 2000 Salaries
		3202	24.83	PERS On 2000 Salaries
		3302	64.23	
		3502	0.77	State Unemploy On 2000 Salary
		3602	30.57	Worker'S Comp Ins On 2000 Sal
		Total Contributions	125.65	
Fund	13	SACS Object	Amount	
		2200	21,203.97	Classified Support Salaries
		Total Labor	21,203.97	
Fund	13	SACS Object	Amount	
		3202	333.22	PERS On 2000 Salaries
		3302	955.55	
		3502	10.61	State Unemploy On 2000 Salary
		3602	426.04	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,725.42	

Pay30

Payroll Fund/Object Recap fo

Pay Date 03/31/2014

LABOR DISTRIBUTION FOR EMPLOYEE & VENDOR WARRANTS SUMMARY

Fund 01	<u>SACS Object</u>	<u>Amount</u>	
	1100	4,301,680.66	Teachers' Salaries
	1200	253,356.83	Cert Pupil Support Salaries
	1300	390,991.36	Cert Suprvsrs' & Admins' Sal
	1900	71,652.61	Other Certificated Salaries
	2100	333,092.22	Instructional Aides' Salaries
	2200	602,555.28	Classified Support Salaries
	2300	126,388.39	Class Suprvsrs' & Admins' Sal
	2400	347,841.65	Clerical & Office Salaries
	2900	35,282.31	Other Classified Salaries
	Total Labor	6,462,841.31	
Fund 01	<u>SACS Object</u>	<u>Amount</u>	
	3101	407,105.81	STRS On 1000 Salaries
	3201	9,078.86	PERS On 1000 Salaries
	3202	159,299.87	PERS On 2000 Salaries
	3301	66,243.93	
	3302	99,720.81	
	3401	584,495.13	
	3402	230,857.16	
	3501	2,508.95	State Unemploy On 1000 Salary
	3502	721.05	State Unemploy On 2000 Salary
	3601	100,820.28	Worker'S Comp Ins On 1000 Sal
	3602	29,037.60	Worker'S Comp Ins On 2000 Sal
	3701	73,859.63	
	3702	48,661.35	
	Total Contributions	1,812,410.43	
Fund 12	<u>SACS Object</u>	<u>Amount</u>	
	2100	6,066.14	Instructional Aides' Salaries
	2400	2,191.84	Clerical & Office Salaries
	Total Labor	8,257.98	
Fund 12	<u>SACS Object</u>	<u>Amount</u>	
	3102	165.04	STRS On 2000 Salaries
	3202	481.49	PERS On 2000 Salaries
	3302	395.69	
	3402	653.65	
	3502	4.14	State Unemploy On 2000 Salary
	3602	165.94	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,865.95	
Fund 13	<u>SACS Object</u>	<u>Amount</u>	
	2200	89,492.27	Classified Support Salaries
	2300	22,463.22	Class Suprvsrs' & Admins' Sal
	2400	14,308.16	Clerical & Office Salaries
	Total Labor	126,263.65	
Fund 13	<u>SACS Object</u>	<u>Amount</u>	
	3202	11,788.14	PERS On 2000 Salaries
	3302	8,487.84	
	3402	13,751.96	
	3502	63.12	State Unemploy On 2000 Salary
	3602	2,536.98	Worker'S Comp Ins On 2000 Sal
	Total Contributions	36,628.04	



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: April 17, 2014
SUBJECT: **Approve Revolving Cash Fund Reports (March, 2014)**

BACKGROUND: Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A

RECOMMENDATION: Approve Revolving Cash Fund Reports (March, 2014).

Prepared by: S. Reed Call, Director of Financial Services

04/01/14

TUSD
REVOLVING CASH FUND
March 2014

Date	Num	Name	Memo	Paid Amount
3/4/2014	8939	Courtyard Los Angeles Baldwin P...	Conference 3/6-8/2014 Scott McDaniel	
			11-3905-0-4150-1000-5200-560-2882	-300.30
TOTAL				-300.30
3/5/2014	8940	Mark's Donuts & Yogurt	PO14-00431	
			01-0000-0-0000-7150-4300-800-1013	-27.20
TOTAL				-27.20
3/7/2014	8941	SCCOE	Conference 3/8/14 Victoria Klug	
			01-3010-0-1110-2140-5200-340-3502	-125.00
TOTAL				-125.00
3/10/2014	8942	WEST SIDE PIONEER ASSOCIATI...	PO14-02237 CENTRAL FIELD TRIP	
			PO14-02237 CENTRAL FIELD TRIP	-120.00
TOTAL				-120.00
3/10/2014	8943	KINDER'S MEATS	PO14-00428 BOARD DINNER	
			PO14-00428 BOARD DINNER	-126.95
TOTAL				-126.95
3/10/2014	8944	MADERA COUNTY OFFICE OF E...	CONF 3/14/14 SOPHY REESE	
			CONF 3/14/14 SOPHY REESE	-75.00
TOTAL				-75.00
3/19/2014	8945	CITY OF TRACY	REQ14-02506 CONTRACT 7855 RENTAL FEES	
			01-0000-0-0000-7150-4300-810-1001	-215.00
TOTAL				-215.00
3/24/2014	8946	A.C.S.A.	CONFERENCE 3/26/14 SAILSBERY,HARVEY	
			01-0000-0-1110-2700-5200-260-4802	-70.00
TOTAL				-70.00
3/24/2014	8947	U.S. POSTMASTER	PO14-02379 POSTAGE STAMPS	
			01-0000-0-0000-7400-5900-810-8001	-200.00
TOTAL				-200.00
3/24/2014	8948	TOGO'S	PO14-00430 BOARD DINNER	
			01-0000-0-0000-7150-4300-810-1001	-104.00
TOTAL				-104.00
3/31/2014	8949	WEST SIDE PIONEER ASSOCIATI...	PO14-02103 SOUTH/WEST PARK FIELD TRI...	
			01-3010-0-1110-1000-4300-400-3602	-240.00
TOTAL				-240.00

04/01/14

TUSD
REVOLVING CASH FUND
March 2014

Date	Num	Name	Memo	Paid Amount
3/31/2014	8950	CSEA	CONFERENCE 4/2-4/2014 ORETTA BENNION	
			01-3010-0-1110-1000-5200-400-3602	-75.00
TOTAL				-75.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 2, 2014
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: KNN Public Finance
Site: District Wide
Item: Contract
Services: Financial consultant to assist the District in structuring and issuing general obligation bonds related to School Bond Election in June 2014.
Cost: N/A
Project Funding: Should the election pass, fees to be paid out of the bond issuance cost

B. Vendor: Charles Walker Inspection Service
Site: District Education Center – Technology Dept.
Item: Agreement
Services: DSA Inspection services for the Office Interior Modifications of the ISET Department project.
Cost: \$5,000.00 per month NTE; \$75.00 per hour/8hrs. per day + reimbursables
Project Funding: General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 2, 2014
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: IVS Computer Technology, Inc.
Site: Tracy High School – AG Science CTE Modernization
Item: Quote - Ratify
Services: Purchase of interactive Smart Board, warranty, extensions cables, and 32 hand held remotes.
Cost: \$7,026.18
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

B. Vendor: Troxell
Site: Tracy High School – AG Science CTE Modernization
Item: Quote – Ratify
Services: Purchase 70” LED flat panel T.V.
Cost: \$1,844.08
Project Funding: Measure E Bond Funds and SSBF

C. Vendor: ACME Construction Company, Inc.
Site: Tracy High School – AG Science CTE Modernization
Item: Change Order # 03A
Services: Scope of work documented on the change order summary.
Cost: \$(840.00) Addition to contingency allowance previously included in contract.
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

D. Vendor: ACME Construction Company, Inc.
Site: Tracy High School – E.B. Theater Modernization
Item: Change Order # 03T
Services: Scope of work documented on the change order summary.
Cost: \$10,924.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure E Bond Funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: April 15, 2014
SUBJECT: Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45

BACKGROUND: In August of 2004, the Governmental Accounting Standards Board (GASB) issued Statement Number 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are commonly referred to as Other Postemployment Benefits (OPEB), and the statement is commonly referred to as "GASB 45."

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB 45 generally requires that state and local governmental employers account for and report the annual cost of OPEB and the outstanding obligations and commitments related to OPEB in essentially the same manner as they currently do for pensions. Annual OPEB cost for most employers will be based on actuarially determined amounts that, if paid on an ongoing basis, generally would provide sufficient resources to pay benefits as they come due. The provisions of Statement 45 may be applied prospectively and do not require governments to fund their OPEB plans. An employer may establish its OPEB liability at zero as of the beginning of the initial year of implementation; however, the unfunded actuarial liability is required to be amortized over future periods.

Statement 45 also establishes disclosure requirements for information about the plans in which an employer participates, the funding policy followed, the actuarial valuation process and assumptions, and, for certain employers, the extent to which the plan has been funded over time.

Like most other state and local governmental agencies, Tracy Unified has followed a “pay-as-you-go” accounting approach in which the cost of benefits is not reported until after employees retire. According to the GASB 45 approach, this approach is not comprehensive—only revealing a limited amount of data and failing to account for costs and obligations incurred as governments receive employee services each year for which they have promised future benefit payments in exchange. Tracy Unified School District was required to implement the provisions of GASB 45 on July 1, 2008.

Implementation of GASB 45 will report, for the first time, annual OPEB cost and their unfunded actuarial accrued liabilities for past service costs. Theoretically, this will foster improved accountability and a better foundation for informed policy decisions about, for example, the level and types of benefits provided and potential methods of financing those benefits. The Standard also:

- Results in reporting the estimated cost of the benefits as expense each year *during the years that employees are providing services* to the government and its constituents in exchange for those benefits.
- Provides, to the diverse users of a government’s financial reports, more accurate information about the *total cost of the services* that a government provides to its constituents.
- Clarifies whether the amount a government has paid or contributed for OPEB during the report year has covered its annual OPEB cost. Generally, the more of its annual OPEB cost that a government chooses to defer, the higher will be (a) its unfunded actuarial accrued liability and (b) the cash flow demands on the government and its tax or rate payers in future years.
- Provides better information to report users about a government’s *unfunded actuarial accrued liabilities* (the difference between a government’s total obligation for OPEB and any assets it has set aside for financing the benefits) and changes in the *funded status of the benefits* over time.

Some common misconceptions of GASB 45 include:

- That it requires governments to fund OPEB. Statement 45 establishes standards for *accounting and financial reporting*. How a government actually finances benefits is a policy decision made by government officials. The objective of Statement 45 is to more accurately reflect the financial effects of OPEB transactions, including the amounts paid or contributed by the government, whatever those amounts may be.
- That it requires immediate reporting of a financial-statement liability for the entire unfunded actuarial accrued liability. Statement 45 does not require immediate recognition of the unfunded actuarial accrued liability (UAAL) as a financial-statement liability. The requirements regarding the reporting of an OPEB liability on the face of the financial statements work as follows:

- Governments may apply Statement 45 prospectively. At the beginning of the year of implementation, nearly all governments will start with zero financial-statement liability.
- From that point forward, a government will accumulate a liability called the *net OPEB obligation*, if and to the extent its actual OPEB contributions are less than its annual OPEB cost, or expense.
- The net OPEB obligation (not the same as the UAAL) will increase rapidly over time if, for example, a government's OPEB financing policy is pay-as-you-go, and the amounts paid for current premiums are much less than the annual OPEB cost.
- Statement 45 does, however, also require the *disclosure* of information about the *funded status* of the plan, including the UAAL, in the notes to the financial statements—and the presentation of multi-year funding progress trend information as a required supplementary schedule.
- That it requires governments to report “future costs” for OPEB. It is misleading and incorrect to describe accrual accounting for OPEB as requiring the expensing of “future costs.” From an accrual accounting standpoint (the basis of accounting required for all transactions in the government-wide financial statements), the reported expenses relate entirely to transactions (exchanges of employee services for the promised future benefits) that *already have occurred*. Statement 45 requires governments to report costs and obligations incurred as a consequence of receiving employee services, for which benefits are owed in exchange. The *normal cost* component of annual expense is the portion of the present value of estimated total benefits that is attributed to services received in the current year. The annual expense also includes an amortization component representing a portion of the UAAL, which relates to past service costs. Estimated benefit costs associated with *projected future years of service are not reported*.

RATIONALE: The first step in preparing to implement GASB 45 is to conduct an actuarial study. Total Compensation Systems, Inc. is a health actuarial consulting firm specializing in California public school employers. Their services have been utilized by the San Joaquin County Office of Education, who recommended them to TUSD.

FUNDING: None.

RECOMMENDATION: Receive Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45.

PREPARED BY: S. Reed Call, Director of Financial Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 23, 2014
SUBJECT: Ratify Memorandum of Understanding (MOU) with the Great Valley Writing Project to Present on May 2, 2014 to Grades 7-12 English Language Arts (ELA), History/Social Studies and Science Teachers to Further Implementation of the Common Core State Standards for ELA, History/Social Studies and Science.

BACKGROUND: The Common Core State Standards for English Language Arts (ELA) and Literacy in History/Social Studies and Science (CCSS-ELA) must be implemented in the 2014-15 school year. Professional development has been provided on the standards, and Tracy Unified School District (TUSD) teachers have begun to use CCSS-ELA-aligned lessons during the 2013-14 school year. Teachers need to see model teachers enacting model lessons to improve their lesson planning in implementing CCSS Standards for ELA, History/Social Studies and Science. Planning for this training began weeks ago however the MOU was not finalized until after the April 9, 2014 Board Meeting and requires ratification. This training will be provided on May 2, 2014 the District Staff Development Buy-Back Day.

RATIONALE: The CCSS-ELA are high quality, college- and career-ready standards that require new and innovative teaching strategies to implement rigorous reading and writing in ELA, History/Social Studies and Science. The Teacher-Consultants of the Great Valley Writing Project (GVWP) are model teachers who have been creating and using CCSS-aligned lessons for two years. These teachers will share those models and assist TUSD teachers in creating their own model lessons for their subject area. This agenda item meets District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: The cost for this training and support is not to exceed \$2,466.00 and will be paid out of Common Core State Standards Implementation Funds.

RECOMMENDATION: Ratify Memorandum of Understanding (MOU) with the Great Valley Writing Project to Present on May 2, 2014 to Grades 7-12 English Language Arts (ELA), History/Social Studies and Science Teachers to Further Implementation of the Common Core State Standards for ELA, History/Social Studies and Science.



CALIFORNIA STATE UNIVERSITY, STANISLAUS

OFFICE OF RESEARCH AND SPONSORED PROGRAMS

Memorandum of Understanding

Tracy Unified School District (TUSD) partnership between California State University, Stanislaus (CSU Stanislaus), Great Valley Writing Project (GVWP)

This **Memorandum of Understanding** is being executed between Tracy Unified School District (hereto after referred to as TUSD) and CSU Stanislaus for CSU Stanislaus GVWP to provide faculty, materials and supplies to conduct **Professional Development** as described in the attached Scope of Work (Exhibit A).

1. The effective period of this **Memorandum of Understanding** is for May 1, 2014 through October 31, 2014
2. The purpose of this **Memorandum of Understanding** is to specify the constraints, requirements, and fiscal responsibilities.
3. CSU Stanislaus Great Valley Writing Project and Carol Minner shall be responsible for overseeing and supporting the implementation of activities (Exhibit A).
4. TUSD will provide \$2,466 to CSU Stanislaus for professional development. Additional funds may be added as a modification to this MOU to facilitate additional activities (Exhibit B).
5. Invoice for the total amount is to be sent to:

Linda Dopp
Director Alternative Education
Tracy Unified School District
209 830-3210 ext. 1050
FAX 830-3209
ldopp@tUSD.net

6. Payment shall be made by TUSD within 30 days of receiving the invoice from CSU Stanislaus and GVWP.
7. All directors, instructors, coordinators, and volunteers will pass a DOJ fingerprint scan prior to their participation.

INDEMNIFICATION

- a. TUSD shall indemnify, defend and hold harmless the State of California, the Trustees of The California State University, the Chancellor, CSU STANISLAUS and their Auxiliaries, employees, officers, directors, volunteers and agents, its agents, officers and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this

Memorandum of Understanding by the indemnifying party and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or sole willful misconduct of the indemnifying party. TUSD shall further reimburse CSU STANISLAUS for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation enforcing this provision. This provision shall survive termination of the agreement between CSU STANISLAUS and TUSD. TUSD shall provide and maintain at its own expense, during the term of this memorandum of understanding, liability and workman's compensation insurance for TUSD employees.

- b. CSU STANISLAUS shall indemnify, defend and hold harmless TUSD, its agents, officers and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Memorandum of Understanding by the indemnifying party and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or sole willful misconduct of the indemnifying party. CSU STANISLAUS shall further reimburse TUSD for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation enforcing this provision. This provision shall survive termination of the agreement between TUSD and CSU STANISLAUS. CSU STANISLAUS shall provide and maintain at its own expense, during the term of this memorandum of understanding, liability and workman's compensation insurance for CSU STANISLAUS employees.

Both parties hereby accept this agreement:

Tracy Unified School District

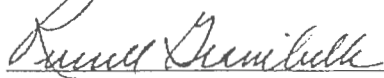
Signature

Date

California State University, Stanislaus:

Russell Giambelluca

Vice President for Business and Finance

 4.14.14
Date

James T. Strong, Ph.D.

Provost and Vice President for Academic Affairs

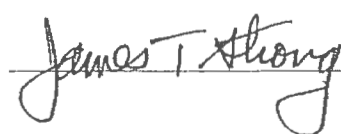
 4.15.14
Date

Exhibit A

Scope of Work

Implementing Literacy Strategies across Content Areas to Meet CA Common Core Standards

A Great Valley Writing Project professional development program for Tracy Joint Unified School District 7-12 grade history/social science, ELA and science teachers.

Carol Minner, Director Great Valley Writing Project will:

- collaborate with Debra Schneider of Tracy Unified School District to set logistics and content focus of 6-hour literacy workshop for secondary history, ELA and science teachers.
- collaborate with GVWP consultants to create content for 6 hours of PD.

GVWP Teacher Consultants (3 teachers to TBD) to collaborate with Carol Minner to create content and present PD sessions.

Alyssa Coelho, Student Assistant will provide clerical support for the director and GVWP teacher leaders.

Suzanne Houlden, GVWP Administrative Coordinator, will create financial documents and contracts in accordance with CSU Stanislaus protocol.

Date: May 2, 2014 from 8 a.m.-3:00 p.m.

Location: (TBA) Tracy Unified School District Tracy, CA

Topics to be Explored:

- Using and creating text for ELA, history and science courses
- Examining writing in history/social science, ELA and science.
- Gathering relevant information: print and digital
- Implementing relevant texts into lessons
- Designing interdisciplinary lessons aligned with CCSS literacy demands

TUSD Contact:

Linda Dopp
Director Alternative Education
Tracy Unified School District
209 830-3210 ext. 1050
FAX 830-3209
ldopp@tusd.net

Exhibit B

2014 Tracy Unified PD Budget

Implementing Literacy Strategies to Meet CA Common Core History / Social Science, ELA and Science Content Standards

A Great Valley Writing Project professional development program for Tracy Joint Unified School District.

Dates: May 2, 2014 from 8 am. - 3:00 pm

GVWP teacher leaders will plan, co-ordinate, and facilitate 6 hours of professional development for up to 35 participants. Materials will be provided.

<u>Personnel</u>	<u>Cost Basis</u>	<u>Total</u>
Carol Minner	1 day @ \$320	\$320
GVWP Teacher Consultants (3 teachers, 2 days planning @ \$200 per day for each)	3 teachers @ \$400	\$1,200
Alyssa Coelho	2 hours @ \$12.50	\$25
Subtotal Salaries		\$1,545
Benefits @ 4.45%		\$69
Suzanne Houlden	1 day @ \$160	\$160
Benefits @ 55%		\$88
Total Salary and Benefits		\$1,862
<u>Other Costs</u>		
Substitute teacher costs for 3 teachers		\$350
Materials, supplies, copies		\$30
Subtotal		\$2,242
Indirect Costs @ 10%		\$224
Total Contract Charges		\$2,466



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 1, 2014
SUBJECT: **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education Science Department to Provide Teacher Training and Support for the 2014 Summer Science Programs: Brainiac Academy and Pre-Biology Bootcamp.**

BACKGROUND: The Brainiac Academy is a Summer Program for current fourth and fifth grade English-Learners and At-risk students from within the Tracy Unified School District. The focus of the Program is to promote reading and writing skills as students are learning scientific concepts. By engaging students in interesting and meaningful Science projects and experiments, and by utilizing the Scientific Method, the program promotes reading, writing and critical thinking skills. The San Joaquin County Office of Education's (SJCOE) Science Department, in partnership with the Tracy Unified School District, will provide inter-disciplinary units on Egyptology and Biomes to the fifth grade students, and units on Chemical Reactions, Electric Circuits, Space Science and Microscopic Explorations to the fourth grade students. An additional section will be added this summer to introduce eighth grade students to Biology concepts and the scientific skills needed to be successful. The SJCOE will also provide teacher training on these interdisciplinary units and the Scientific Method, as well as provide the materials required to teach them.

RATIONALE: This Program is specifically designed to engage English-Learners and At-risk students in science. This four week program will better prepare students for the academic challenges of the coming school year as well as develop skills required by the newly adopted Common Core State Standards. This Agenda Item meets District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified subgroups is closed.

FUNDING: The cost for this training and support is not to exceed \$4,700.00, and will be paid out of Federal Categorical Funds (Title I).

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education Science Department to Provide Teacher Training and Support for the 2014 Summer Science Programs: Brainiac Academy and Pre-Biology Bootcamp.

Prepared by: Linda Dopp, Director of Alternative Programs



San Joaquin County Office of Education
Mick Founts, Superintendent of Schools

Preliminary Proposal Tracy Summer School 2014

Overall Goals:

This proposal of work is for a one-day in-service training or both 4th, 5th, and 8th grade teachers and the development of a skill based unit for 8th grade students transitioning to high school.

Specifics

The San Joaquin County Office of Science and STEM Integration/Innovation agrees to provide the following:

1. 4th and 5th grade curriculum (Kits, supplies and consumables)
2. Working in collaboration with current TUSD biology teachers, the creation of 8th→9th grade unit focusing on skill development needed in high school biology.
3. Assembly of tools to use with 8th grade unit (close readings, activity suggestions etc....).
4. Create a first day engineering activity and implementation training
5. One in-service day (Thursday June 6th) to train teachers on units and support for teachers while setting up units in their classes.
6. Possible two extra hours of collaboration time.
7. 100 research notebooks for student use.

District provides:

- Supply box (glue sticks, markers, post- its, tape, scissors, etc.)
- 4th/ 5th grade notebooks
- Paper (including chart paper and graph paper)
- T-shirts
- Name tags

Total Cost: Not to exceed \$4700.00

Summary

The SJCOE Office of Science and STEM Integration/Innovation are willing to provide these services to Tracy Unified School district as outlined above.

If you have any questions please don't hesitate to contact us.

Kirk Brown
Director of Science and STEM Integration/Innovation
San Joaquin County Office of Education
209-468-4880
kbrown@sjcoe.net

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education, Science Department, 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: Prepare 12 Science/Social Studies kits, and provide a total of up to 8 hours of training to Science/Social Studies teachers for implementation during the 2014 summer session.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location South/West Park Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 4,700.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 4,700.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on May 15, 2014, and shall terminate on June 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Linda Dopp at (209) 830-3200 ext. 1050 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:

J. Kul Brown
Consultant Signature (1)

Social Security Number (2)

Director of Science/STEM
Title

2707 Transworld Dr.
Address

Stockton, CA 95206

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 25, 2014
SUBJECT: Approve Master Contract and Individual Services Agreement with South San Joaquin Ed Center, NPS, for the 2013-2014 School Year.

BACKGROUND: The Board has approved a Master Contract with South San Joaquin Ed Center for the last ten years. At present, there is one Tracy Unified School District student attending South San Joaquin Ed Center. The number of TUSD students attending South San Joaquin may vary at any given time. Approval is necessary so that services specified on the students' Individual Education Program (IEP) can continue to be provided in a compliant manner.

RATIONALE: Districts must offer a continuum of services, including non-public schools, to students with exceptional needs. These children are being placed in a structured setting with a behavioral component not available in the public setting because less restrictive placements have not been effective in meeting their needs. This request supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for the 2013-2014 school year include costs for 1 student with 30 days of basic education at \$142.30 per day, 20 days of extended school year education at \$142.30 per day, 50 days of transportation at \$40.76 per day, for a total of \$10,469.50. Non-public tuition expenses are budgeted in account number # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract and Individual Services Agreement with South San Joaquin Ed Center, NPS, for 2013-2014 School Year.

Prepared by: Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 16, 2014
SUBJECT: Approve Out of State Travel for the Kimball High School Health Occupations Students of America (HOSA) Club Members to Participate in the HOSA National Leadership Conference in Orlando, Florida on June 24 – 30, 2014.

BACKGROUND: The Kimball High School (KHS) Health Occupations Students of America (HOSA) club members would like to attend the HOSA National Leadership Conference on June 25-30, 2014 at Disneyland's Coronado Springs Resort in Orlando, Florida. The KHS HOSA club will have a chance to attend informational workshops, compete in academic and skill oriented activities, submit members for special recognition and become a part of the larger National HOSA team. The club will be staying at Disney's Coronado Springs Resort in Orlando, Florida. Transportation to the airport will be provided by one or more of the following: District van, Mr. Medek, or by the parent of each student. Between four to eight students will participate in this event. Supervision will be provided by HOSA Advisor, Mr. Medek, accompanying parents and the HOSA event staff.

RATIONALE: It is the goal of KHS staff to provide students with increased health occupations opportunities that are in direct alignment with the Health Science Pathway. The Kimball HOSA students are uniquely qualified to participate in this event representing their own and Kimball High's dedication to the Health Science Pathway. Forty-eight KHS HOSA members competed at the recent California State Leadership Convention. Of the forty-eight members, twenty-two students achieved finalist status, and eight of the finalists qualified to compete at the National level. The National Leadership Conference will provide the highest level of competition. This aligns with District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Student cost will include air transportation (\$550), hotel accommodations (\$189/night shared cost), and food (approximately \$150). These costs will be covered by a combination of personal funding and fundraising. Total cost will not to exceed \$8,000.

RECOMMENDATION: Approve Out of State Travel for the Kimball High School Health Occupations Students of America (HOSA) Club Members to Participate in the HOSA National Leadership Conference in Orlando, Florida on June 24 – 30, 2014.

Prepared by: Cheryl Domenichelli, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 16, 2014
SUBJECT: **Approve Out of State Travel for Troy Brown and Bruce Sawyer to Attend the Model Schools Conference on June 22-25, 2014 in Orlando, Florida.**

BACKGROUND: The Model Schools Conference is sponsored by the International Center for Leadership in Education, Inc. (ICLE) and will be held on June 22-25, 2014 in Orlando, Florida. The International Center for Leadership in Education, Inc. believes all students benefit from academically rigorous and relevant curriculum and instruction built on positive relationships. This research-based philosophy has been embraced by thousands of schools across the country as the foundation of instructional improvement and increased student engagement and performance. Each year, the ICLE identifies the schools across the Nation and around the world that have made tremendous strides in student learning. For the betterment of all students, those schools are invited to share their successful strategies at the annual Model Schools Conference. Troy Brown and Bruce Sawyer will attend the training.

RATIONALE: Attendees at this conference will hear inspiring stories from schools that have helped their students make dramatic learning improvements, acquire strategies to make sustainable impact in their own schools and classrooms, be equipped to create positive change in their own schools and to improve learning for all of their students. The conference will focus on using rigor and relevance as the first step toward improving student achievement - especially as standards become higher and assessments become more rigorous. Attendees will also gain practical approaches for success and learn why positive changes must take place now. This meets District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: Expenses for the two (2) staff members, conference registrations, travel and lodging will be paid through Title II funds. Expenses will not exceed \$6,500.00.

RECOMMENDATION: Approve Out of State Travel for Troy Brown and Bruce Sawyer to Attend the Model Schools Conference on June 22-25, 2014 in Orlando, Florida.

Prepared by: Mr. Troy Brown, Principal, Merrill F. West High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 17, 2014
SUBJECT: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 14, 2014.

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, 2014 – April 15, 2014 reporting period.

RATIONALE: The quarterly report for the period of January 15, 2014 through April 15, 2014 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint Process as well as the resolution of each of those complaints. This report supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: No cost

RECOMMENDATION: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 15, 2014.

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

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

District: Tracy Joint Unified School District

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

Quarterly Report Submission Date: ☐ January 15, 2014
 (check one) ☒ April 15, 2014
☐ July 15, 2014
☐ October 15, 2014

Date for information to be reported publicly at governing board meeting: 5/13/2014

Please check the box that applies:

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

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

Dr. James Franco
 Print Name of District Superintendent

Signature of District Superintendent

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services and Human Resources
DATE: April 30, 2014
SUBJECT: Approve Overnight Travel for the Kimball High School Yearbook
Design Students to Attend the Bay Area Yearbook Seminar at the
University of California Santa Cruz on July 14-16, 2014.

BACKGROUND: The leaders of the Kimball High School Yearbook Design class would like to attend the Bay Area Yearbook Seminar at the University of California Santa Cruz on July 14-16, 2014. Advisor, Mr. Christopher Munger will chaperone the five to seven students who will attend the seminar. Transportation will be provided by each student's parent. The students and advisor will be staying in the dorms at the University of California Santa Cruz.

RATIONALE: Kimball's Yearbook Design class is continuing to grow as a program. The opportunity to participate in a three-day intensive yearbook seminar will be invaluable to the Kimball High School Yearbook students. This seminar will provide the students with the importance of team building, as well as allow the students to brainstorm, create a theme, plan the page ladder and design the templates for the 2014-2015 yearbook. By the time the students leave the Seminar, they will have the theme completed, cover designed, ladder planned and sections of the yearbook planned out in great detail. This Agenda Item supports District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District; and District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.

FUNDING: There will be no cost to the District. The cost for registration, food and lodging for this seminar will be paid by Jostens.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School Yearbook Design Students to Attend the Bay Area Yearbook Seminar at University California Santa Cruz, CA July 14-16, 2014.

Prepared by: Cheryl Domenichelli, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 2, 2013
SUBJECT: Ratify Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant.

BACKGROUND: TUSD has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued and/or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components, all of which are free to participants, include: high-quality preschool for approximately 72 students; child and adult literacy activities; kindergarten transition programs during the spring and summer; parent education and involvement opportunities; and articulation between early childhood and elementary school programs. Ratification is necessary in order to meet the deadlines established by First 5 San Joaquin, the funding agency, the contract for 2014-2015 had to be signed and submitted to First 5 San Joaquin prior to receiving approval from the TUSD Board of Education.

RATIONALE: Approving the contract for Building Literacy Together will allow the District to continue to provide services to children ages zero to five, their parents, as well as early care and education providers in Tracy. Building Literacy Together helps prepare children and families for the transition into elementary school and builds children's school readiness skills by increasing access to preschool; supporting adult/child literacy; providing transition programs for incoming kindergarten students; offering community-based parent education programs; and promoting articulation between preschool and elementary schools. This aligns with District Strategic Goal 1: Prepare all students for college and careers; District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the student subgroups is closed; and District Strategic Goal 7: Develop and utilize partnerships to the achieve District goals.

FUNDING: There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$554,952 for the period July 1, 2014 to June 30, 2015.

RECOMMENDATION: Ratify Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant.

Prepared by: Ms. Brandi Harrold, School Readiness Program Specialist



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 2, 2014
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Chase, Lidia IEP Para Educator I	Dist. Wide	04/15/14	Accepted Para Educator for Therapeutic Behavior position
Cheeseman, Jason Utility Person III (Nights)	WHS	04/27/14	Accepted Utility Person III Day position
Ebert, Sharon IEP Para Educator I	Dist Wide	04/16/14	Accepted Para Educator for Therapeutic Behavior position
Fauver, Gerald Utility Person III (Nights)	Kelly	04/14/14	Accepted Utility Person III Day position
Henderson, Tiffanyann Food Service Worker	WHS	04/14/14	Accepted new Food Service Worker II position
Lauron Ramos, Shirley IEP Para Educator I	Dist. Wide	04/28/14	Accepted Para Educator for Therapeutic Behavior position
Ligon, Doneishia Special Ed Para Educator I	THS	05/16/14	Personal
Maroufkhani, Graziella Food Service Worker	KHS	04/11/14	Accepted new Food Service Worker II position
Sanchez, Antonio Utility Person III (Nights)	Maint./ Transport.	04/15/14	Accepted Utility Person III Day position
Verduzco, Nicole IEP Para Educator I	Dist. Wide	04/27/14	Accepted Para Educator for Therapeutic Behavior position

BACKGROUND

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Fish, Kay ISET Technician Level I	ISET	07/01/14
Mehring, Joan Para Educator I	South/WP	5/31/14
Weinberg, Frances ISET Technician Level I	ISET	07/01/14

CLASSIFIED RETIREMENT**BACKGROUND:****CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Milner, Lura RSP/SDC	WMS	5/31/14	Personal
Ochoa, Zenobia 5 th Grade Bilingual	S/WP	5/30/14	Personal
Pariso, Rebecca Math	Freiler	5/30/14	Personal
Thornton, Steve Athletic Director	KHS	5/30/14	Personal
Windle, Kathleen RSP	WMS	6/30/14	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 and Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 2, 2014
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Brohard, Melissa

CLASSIFIED

Food Service Worker (Replacement)
Kimball High School
Range 22, Step A - \$12.31 per hour
3 hours per day
Funding: Child Nutrition School Program

Chase, Lidia

Para Educator for Therapeutic Behavior (New)
*Filled by current TUSD employee
District Wide
Range 31, Step C - \$16.64 per hour
6.5 hours per day
Funding: Special Education Mental Health

Cheeseman, Jason

Utility Person III – Day position (Replacement)
*Filled by current TUSD employee
Transportation/South/West Park
Range 36, Step B - \$17.84 per hour
8 hours per day
Funding: General Fund – 50% and Transportation
Home to School – 50%

Ebert, Sharon

Para Educator for Therapeutic Behavior (New)
*Filled by current TUSD employee
District Wide
Range 31, Step C - \$16.64 per hour
6.5 hours per day
Funding: Special Education Mental Health

Fauver, Gerald

Utility Person III – Day position (Replacement)
*Filled by current TUSD employee
Transportation/Kimball High School
Range 36, Step C - \$18.69 per hour
8 hours per day
Funding: General Fund – 50% and Transportation
Special Ed – 50%

Harvey, John	Food Service Worker II (New) West High School Range 24, Step C - \$14.14 per hour 7 hours per day Funding: Child Nutrition School Program
Henderson, Tiffanyann	Food Service Worker II (New) *Filled by current TUSD employee Tracy High School Range 24, Step D - \$14.80 per hour 7 hours per day Funding: Child Nutrition School Program
Lauron Ramos, Shirley	Para Educator for Therapeutic Behavior (New) *Filled by current TUSD employee District Wide Range 31, Step C - \$16.64 per hour 6.5 hours per day Funding: Special Education Mental Health
Maroufkhani, Graziella	Food Service Worker II (New) *Filled by current TUSD employee Kimball High School Range 24, Step E - \$15.52 per hour 7 hours per day Funding: Child Nutrition School Program
Modderman, Lisa	Special Education Para Educator I (New) McKinley Elementary School Range 24, Step A - \$12.89 per hour 4 hours per day Funding: Special Education
Sanchez, Antonio	Utility Person III – Day position (New) *Filled by current TUSD employee Transportation/THS Range 36, Step C - \$18.69 per hour 8 hours per day Funding: General Fund – 50% and Transportation Special Ed – 50%
Sanchez, Ma Elena	Bilingual Para Educator I (Replacement) Bohn Elementary School Range 24, Step C - \$14.14 per hour 4 hours per day Funding: EIA
Torrez, Angelica	Food Service Worker (Replacement) Kimball High School Range 22, Step C - \$13.50 per hour 3 hours per day Funding: Child Nutrition School Program

Verduzco, Nicole

Para Educator for Therapeutic Behavior (New)
*Filled by current TUSD employee
District Wide
Range 31, Step A - \$15.17 per hour
6.5 hours per day
Funding: Special Education Mental Health

BACKGROUND:

Aurandt, Carren

COACHES

Freshman Volleyball
West High School
Stipend: \$3,510.29

McCullough, Melissa

Assistant Cross Country
Tracy High School
Stipend: \$4,013.05

Williams, Theodore

Assistant Varsity Football
West High School
Stipend: \$4,348.22

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 16, 2014
SUBJECT: Ratify Agreement for Special Contract Services for Assistant Track Coach Dyan Brown for the 2014 Track Season

BACKGROUND: There is a need in the track program at Tracy High for adequate supervision by knowledgeable coaches to ensure the players have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

RATIONALE: Dyan Brown is uniquely qualified to assist and enhance the track program at Tracy High School. She has extensive experience as an athlete and coach. The experience and enthusiasm she brings to the athletes will ensure the overall success and safety of the program. Her duties will consist of responsibilities as assigned by the head track coach. The agenda item needs to be ratified due to the process for acquiring CPR and First Aid Certification for Ms. Brown.

This aligns with Strategic Goal # 3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Expenses for the Assistant Track coaches will be paid by the District and reimbursed by the Tracy High School ASB Track account. Expenses will not exceed \$1,100.00.

RECOMMENDATION: Ratify Agreement for Special Contract Services for Assistant Track Coach Dyan Brown for the 2014 Track Season.

Prepared by: Mr. Jason Noll, Principal, Tracy High

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Dyan R. Brown, 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: ALL DUTIES AND RESPONSIBILITIES AS ASSIGNED BY HEAD TRACK COACH. (JUMPS)

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 102 () [] HOURS ~~88~~ DAY(s), under the terms of this agreement at the following location AS ASSIGNED

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

a. District shall pay \$ 1100 per [] HOUR [] DAY ~~FLAT RATE~~, not to exceed a total of \$ 1100. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [] SHALL; ~~SH~~ 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, ~~FLAT~~ 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 10 FEB 2014, and shall terminate on 7 JUN 2014

5. This agreement may be terminated at any time during the term by either party upon 5 days written notice.

6. Contractor shall contact the District's designee, Coach Fiskburen at 209 830 3360 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:

Contractor Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

Title

Account Number to be Charged:

Address

Department/ Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 11, 2014
SUBJECT: **Ratify Agreement for Special Contract Services for Tracy High School Assistant Baseball Coaches Chris Anklaam, Ryan Scornaienchi, and Jerry Ortega for the 2013-2014 Spring Season**

BACKGROUND: There is a need in the baseball program at Tracy High for adequate supervision by knowledgeable coaches to ensure the players have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

RATIONALE: Chris Anklaam, Ryan Scornaienchi and Jerry Ortega are uniquely qualified to assist and enhance the baseball program at Tracy High School. They have extensive baseball experience as players and coaches. The experience and enthusiasm they bring to the players will ensure the overall success and safety of the program. Their duties will consist of assisting with daily practice, game management, scouting and fundraising. Ratification is necessary due to the coaches' contracts starting on March 8, 2014. This agenda item needs to be ratified as the head coach was unaware of the Board procedures.

This aligns with Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Expenses for the Assistant Baseball coaches will be paid by the District and reimbursed from the Tracy High School ASB baseball account. Expenses will not exceed \$600.00 per coach.

RECOMMENDATION: Ratify Agreement for Special Contract Services for Tracy High School Assistant Baseball Coaches Chris Anklaam, Ryan Scornaienchi, and Jerry Ortega for the 2013-2014 Spring Season

Prepared by: Jason Noll, Principal, Tracy High School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Chris Anklam, 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: Assist with daily practice, game management, scouting and fundraising.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 90 () ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location Tracy High
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 600.- per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 600.-. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 3-8-14, and shall terminate on 5-19-14.
5. This agreement may be terminated at any time during the term by either party upon ONE days written notice.
6. Contractor shall contact the District's designee, VIC ALKIRE at () 209-609-6497 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)
Assistant Coach

Title

Address
Tracy, CA 95377

Tracy Unified School District

Date

Account Number to be Charged



Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and RYAN SCORNAIENCHI, 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: ASSIST WITH daily practice, game management, scouting and fundraising.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 90 () ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location

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

a. District shall pay \$ 600.- per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.

c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 3-8-14, and shall terminate on 5-19-14.

5. This agreement may be terminated at any time during the term by either party upon ONE days written notice.

6. Contractor shall contact the District's designee, VIC ALKIRE at () 209-609-6497 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)

Soc _____

Title Varsity Coach

Address _____

Tracy CA 95377

Tracy Unified School District

Date _____

Account Number to be Charged: _____



Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Jerry ORTEGA, 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: ASSIST With daily practice, game management, Scouting and fundraising.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 90 () ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location Tracy High
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 600.- per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 600.-. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 3-8-14, and shall terminate on 5-19-14.
5. This agreement may be terminated at any time during the term by either party upon ONE days written notice.
6. Contractor shall contact the District's designee, VIC ALKIRE at () 209-609-6497 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:

Jerry Ortega
Consultant Signature (1)

Social Security Number (2)

Title

Address
TRACY CA 95376

Tracy Unified School District

Date

Account Number to be Charged:
Mr. [Signature]

Department Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: April 25, 2014
SUBJECT: Adopt Resolution No. 13-22 Authorizing Temporary Loans between Funds for the 14/15 School Year

BACKGROUND: The potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

RATIONALE: It may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

FUNDING: Funding requirements will vary with the amount borrowed and the prevailing interest rate.

RECOMMENDATION: Adopt Resolution No. 13-22 Authorizing Temporary Loans between Funds for the 14/15 School Year.

Prepared by: Reed Call, Director, Financial Services



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 13-22**

**AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS
BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION
CODE SECTION 42603**

WHEREAS, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

WHEREAS, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

WHEREAS, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2014/15 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

PASSED AND ADOPTED this 13th day of May 2014, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President,
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 2, 2014
SUBJECT: Adopt Resolution No. 13-23 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Office Interior Modifications of the ISET Department Project

BACKGROUND: On June 25, 2013, the Board of Education approved an architectural services agreement with Rainforth Grau Architects to investigate, assess and complete planning documents to modify the main distribution frame and server rooms for future growth, provide HVAC systems currently needed and modify the ISET department office space to improve functionality. Plans for the Office Interior Modifications of the ISET Department project are now approved by the Division of State Architect.

On October 8, 2013, the Board of Education approved a shortlist of four lease-leaseback contractors from which the District may begin negotiations for upcoming projects; and on March 28, 2014 district staff released a request for proposals for the Office Interior Modifications of the ISET Department project.

RATIONALE: District staff solicited proposals from the shortlist of contractors for the upcoming ISET modification project and received responses from all four firms on April 23, 2014. The District provided all contractors a copy of the plans and specifications for the project and the contractors were given opportunities to walk the site of the project prior to submitting their proposals. The contractors were asked to submit a Guaranteed Maximum price on this project. The process was completely transparent, all proposals identified and included a complete breakdown of general conditions, contractor fee, sub-contractor proposals and other costs that make up the guaranteed maximum price. As this is a best value process, the contractors were evaluated on their experience, the transparency of their proposals and their experience with and in vetting their sub-contractors. All contractors had the opportunity to submit value engineering proposals on the project before presenting their final Guaranteed Maximum Price.

District staff clarified any questions in the proposals and normalized the responses to ensure a fair process. Landmark Construction submitted the low proposal at \$1,368,002.49; this includes a 7% contingency of \$89,495.49.

FUNDING: General Fund

RECOMMENDATIONS: Adopt Resolution No. 13-23 Approving a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Office Interior Modifications of the ISET Department Project.

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 13-23**

**Approving A Development And Lease Agreement, A Site Lease And A Guaranteed Maximum
Price Relating To The Office Interior Modifications of the ISET Department Project**

WHEREAS, the Tracy Unified School District (the “District”) has previously identified the need to undertake the modifications and upgrades of the Office Interior of the ISET Department at the District Education Center 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, modifications, 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 Landmark Construction (“Landmark”) 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 are 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, the attached Development and Lease Agreement with an attached set of General Construction Provisions along with a Site Lease between the District and Landmark (collectively referred to herein as the “Documents”) have been prepared and fully executed, and it is the intent of the Board to ratify such documents in the manner provided for herein.

NOW, THEREFORE, BE IT RESOLVED by the *Board of Trustees of the Tracy Unified School District*, 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 and execute 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 ratifies the Documents and the agreements are 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 ratifies 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 Landmark in the form presented to the Board, 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 ratified, approved and confirmed.

Section 8. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED this 13th day of May, 2014 by the Board of Trustees of the Tracy Unified School District, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
and Human Resources
DATE: April 23, 2014
SUBJECT: Approve the District Summer School Programs for 2014.

BACKGROUND: Despite major budget cuts during previous years, Tracy Unified School District (T.U.S.D.) has provided a limited number of Summer School opportunities which have included mandated Special Education Programs and several Credit Recovery Courses for Tracy Unified students. In an effort to best meet the academic needs of T.U.S.D. students and comply with federal mandates, a modified Summer School Program for 2014 is proposed.

RATIONALE: The District is required to provide an extended year Special Education Program each summer. This mandated program is for eligible students in grade levels Pre-K through young adult. The Special Education Program for Pre-school through 8th grade students will be held at South/West Park Elementary School, and the program for Special Education students 9th through young adult will be held at West High School at the Institute for Global Commerce and Government (I.G.C.G.). In addition, the District will provide an opportunity for current 12th grade students who do not meet graduation requirements by May 2014 to recover credits needed to graduate through the Tracy Adult School and the District Summer School Program. An English 1 Credit Recovery Course, utilizing CyberHigh will also be available for current freshmen who have failed English 1.

In addition, several programs will be offered to support English Learners and At-Risk students in grades 4, 5 and 8. The District will partner with the San Joaquin County Office of Education, Science Department to continue the Brainiac Academy and introduce a new program, Biology Bootcamp. These programs will involve hands-on learning activities to strengthen student understanding of science concepts, as well as develop essential skills needed to be successful in the coming school year. This fall, current 8th grade students will begin their transition to Common Core State Standards as they begin Algebra 1. The class, Bridge to Algebra will support students as they begin this transition. These three intervention programs will also be held at South/West Park Elementary School.

For children who will be entering Kindergarten in the Fall of 2014, a Kindergarten Bridge Program will be held at Jacobson Elementary School. This program is funded through the Building Literacy Together (First 5) Grant.

The dates for all Summer School programs are as follows:

- Special Education for Pre-K through 8th grade students: June 9 - July 8, 2014
- Special Education for 9th grade through young adult students: June 9 - July 15, 2014
- Credit Recovery Program for 9th and 12th grade students: June 9 - July 15, 2014
- Science Intervention Programs for 4th, 5th and 8th grade students: June 9 – July 8, 2014
- Bridge to Algebra for 8th grade students: June 9 – July 8, 2014
- Kindergarten Bridge Program for entering Kindergarten students: June 3 – June 13, 2014

High School students who are not eligible to participate in Tracy Unified's summer programs may make up credits for courses failed during the school year by completing approved online courses or attending a State Junior College over the summer. All courses must be preapproved by the site principal and high school counselor. Students may earn a maximum of 30 Credit Recovery units during the summer. Students interested in taking credits for acceleration may elect to enroll in approved online courses or attend a State Junior College over the summer. All courses must be CSU/UC approved and students must be on track to graduate on time. Students may earn up to 20 credits. The cost associated with taking online Credit Recovery or Acceleration courses will be the responsibility of the student, parent or guardian. Students enrolling in these courses must obtain prior written approval from the site principal and counselor.

This agenda item meets District Strategic Goal #1: Prepare all students for college and careers, and District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: All Special Education classes, Intervention classes and the Credit Recovery Summer Program will be funded by District and State designated funds. The Kindergarten Bridge Program will be funded by the Building Literacy Together (First 5) Grant. The costs associated with Credit Recovery and Acceleration courses taken outside of the District will be the responsibility of the student, parent or guardian.

RECOMMENDATIONS: Approve the District Summer School Programs for 2014.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: May 1, 2014
SUBJECT: **Consideration of and Action to Approve Notice of Violation to
California Virtual Education Partners (“CAVEP”).**

BACKGROUND: In May 2009, Tracy Unified School District entered into a charter agreement with California Virtual Education Partners (“CAVEP”). This virtual academy has served students in and around the area of Tracy by allowing students an alternative to the traditional brick and mortar school. CAVEP operates five charter schools in California under the name of California Pacific Charter Schools. CAVEP currently holds one charter granted by the District. As such, CAVEP is subject to oversight by the District.

RATIONALE: It has come to the attention of the District that in June of 2013, CAVEP transferred \$750,000 in public education funds to Vintage Capital Management, Ltd., a company owned by CAVEP Board member, Jeremy Landau. Despite knowing Mr. Landau for less than two months, the CAVEP Board relied on Mr. Landau’s promise that it would receive \$3,000,000 in donations in exchange for transferring \$750,000 to Vintage Capital Management, Ltd. CAVEP’s Board did not seek legal or tax counsel or otherwise inquire into the legitimacy of the transaction before it authorized the transfer. To date, CAVEP has not received any benefit in exchange for the transfer, and has been unable to recover any of the \$750,000.

This fiscal mismanagement followed shortly after the District issued CAVEP two letters (notices of concern) notifying CAVEP that it lacked sufficient procedures and policies to ensure that public funds were appropriately used, and recommended that CAVEP consult legal counsel or other experts on the use of public funds to ensure that it was properly and completely documenting its activities.

Charter schools such as CAVEP are part of the public school system, and it is the responsibility of the charter school to meet the obligations of its charter, to meet the requirements of the law, and to engage in sound fiscal practices. (Ed. Code § 47607(c).) A charter may be revoked by the authority that granted the charter if the authority finds that the charter school failed to meet any of these requirements.

CAVEP's transfer of \$750,000 to Vintage Capital Management, Ltd. violated numerous states laws and regulations as well as its duty to exercise fiscal and institutional control. Further, the District has found that CAVEP has been unable to address the District's concerns and issues of non-compliance related to its fiscal mismanagement, as raised in prior notices to CAVEP. As the authority that granted CAVEP's charter, the District is authorized to revoke CAVEP's charter in accordance with the California Education Code. Pursuant to Education Code section 47607 and Cal. Admin. Code tit. 5, § 11968.5.2(a), the District has prepared the attached Notice of Violation to commence the process under which the District sets forth the findings in support of the Notice of Violation, and provides CAVEP with a period to remedy its violations.

District Staff recommends that the Board approve the attached Notice of Violation and authorize issuance of the Notice of Violation based on CAVEP's violations. After the expiration of the Remedy Period set forth in the Notice of Violation on June 30, 2014, District staff will report CAVEP's response to the Board with a further recommendation.

FUNDING: Not applicable.

RECOMMENDATION: Consideration of and Action to Approve Notice of Violation to California Virtual Education Partners ("CAVEP").

Prepared by: Linda Dopp, Director of Alternative Programs

May 8, 2014

VIA OVERNIGHT MAIL

May 8, 2014



TRACY
UNIFIED SCHOOL DISTRICT

TO THE GOVERNING BOARD OF
CALIFORNIA VIRTUAL EDUCATION PARTNERS
1200 Quail Street, Suite 175
Newport Beach, CA 92660

NOTICE OF VIOLATION TO CALIFORNIA VIRTUAL EDUCATION
PARTNERS

I. INTRODUCTION

*"The future belongs
to the educated"*

This document constitutes a Notice of Violation ("NOV") issued by the Tracy Unified School District (the "District" or "TUSD") to California Virtual Education Partners ("CAVEP") under Education Code § 47607(d).¹

**II. BACKGROUND OF CALIFORNIA VIRTUAL EDUCATION
PARTNERS**

CAVEP operates five charter schools in California under the name of California Pacific Charter Schools. CAVEP's five charter schools are each sponsored by different school districts, including: Newcastle Elementary School District, Mountain Empire Unified School District, Corcoran Unified School District, Semitropic Elementary School District, and Tracy Unified School District.

CAVEP currently holds one charter granted by TUSD.

Dr. James C. Franco
Superintendent
(209) 830-3201
(209) 830-3204 Fax

Dr. Casey J. Goodall
Associate Superintendent
of Business Services
(209) 830-3230
(209) 830-3259 Fax

Dr. Sheila Harrison
Assistant Superintendent
of Educational Services:
(209) 830-3202
(209) 830-3209 Fax
& Human Resources:
(209) 830-3260
(209) 830-3264 Fax

1875 W. Lowell Avenue
Tracy, CA 95376
www.tracy.k12.ca.us

¹ This document shall be considered a Proposed NOV until approved by the TUSD Board at its May 13, 2014 open session meeting. If approved, this document shall be deemed to be the NOV served on CAVEP, effective May 14, 2014. (Cal. Admin. Code tit. 5, § 11968.5.2(a).)

III. LEGAL BASIS FOR ACTION

A. Purpose of Notice of Violation

As noted in more detail below, the purpose of the NOV is to commence a process under which the District sets forth the findings in support of the NOV, and sets forth a Period. At the end of the Remedy Period, CAVEP shall respond in writing to the findings in the NOV and identify any measures to remedy the violations set forth in the NOV. At that time, the District will assess CAVEP's response and proposed remedy and will determine whether to pursue revocation of the CAVEP charter through issuance of a Notice of Intent to Revoke.

B. Education Code Provisions

The revocation of a charter is governed by Education Code § 47607. Education Code § 47607(c) sets forth the grounds for revocation:

A charter may be revoked by the authority that granted the charter under this chapter if the authority finds, through a showing of substantial evidence, that the charter school did any of the following:

- (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter;
- (2) Failed to meet or pursue any of the pupil outcomes identified in the charter;
- (3) Failed to meet generally-accepted accounting principles, or engaged in fiscal mismanagement; or
- (4) Violated any provision of law.

The charter-authorizing agency precedes revocation with a Notice of Violation and a reasonable opportunity to remedy the violation under Education Code § 47607(d):

Prior to revocation, the authority that granted the charter shall notify the charter public school of any violation of this section and give the school a reasonable opportunity to remedy the

violation, unless the authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.

Prior to revocation, the charter-authorizing agency provides the charter school with a Notice of Intent to Revoke, and conducts a public hearing on the potential revocation (Education Code § 47607(e)):

Prior to revoking a charter for failure to remedy a violation pursuant to subdivision (d), and after expiration of the school's reasonable opportunity to remedy, without successfully remedying the violation, the chartering authority shall provide a written notice of intent to revoke and notice of facts in support of revocation to the charter school. No later than 30 days after providing the notice of intent to revoke a charter, the chartering authority shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

The charter school may appeal the revocation to the County Board. (Education Code § 47607(f)(1).)

C. California Code of Regulations

Cal. Admin. Code tit. 5, § 11968.5.2, sets forth additional procedures for a school district's revocation of a charter. Subsection (a) of the regulation provides the charter school 72 hours' notice before the board considers issuing a Notice of Violation:

At least 72 hours prior to any board meeting in which a chartering authority will consider issuing a Notice of Violation, the chartering authority shall provide the charter school with notice and all relevant documents related to the proposed action.

Subsection (c) describes the charter school's obligations once a Notice of Violation is served:

Upon receipt of a Notice of Violation, the charter school's governing body as described in the school's charter, if it chooses to respond, shall take the following actions:

(1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation. The written response shall be due by the end of the Remedy Period identified in the Notice of Violation.

(2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

Once the charter school responds to the Notice of Violation, the District will determine whether to proceed with the revocation process. As set forth in sections (d) and (e):

(d) After conclusion of the reasonable opportunity to remedy, the chartering authority shall evaluate the response of the charter school's governing body as described in the school's charter response to the Notice of Violation and any supporting evidence, if submitted, and shall take one of the following actions:

(1) If the chartering authority has substantial evidence that the charter school has failed to refute, to the chartering authority's satisfaction, or remedy a violation identified in the Notice of Violation, the district shall continue revocation of the school's charter by issuing a Notice of Intent to Revoke to the charter school's governing body as described in the school's charter; or

(2) Discontinue revocation of the school's charter and provide timely written notice of such action to the charter school's governing body as described in the school's charter.

(e) If the chartering authority does not act, as specified in subdivision (d), within 60 calendar days of the conclusion of the Remedy Period specified in the Notice of Violation, the revocation process is terminated and the Notice of Violation is void.

If the District proceeds to issue a Notice of Intent to Revoke, the Board will hold a public hearing, and issue a Final Decision no later than 30 days thereafter;

On the date and time specified in the Notice of Intent to Revoke, the chartering authority shall hold a public hearing concerning revocation. No more than 30 calendar days after the public hearing (or 60 calendar days by written mutual agreement with the charter school), the chartering authority shall issue a Final Decision.

The charter school must file any appeal to the County Board within 30 days of Board action. (Cal. Admin. Code tit. 5, § 11968.5.4(a).)

IV. VIOLATIONS OF LAW AND CHARTER

CAVEP has engaged in a violation of law and fiscal mismanagement, which resulted in the loss of \$750,000 in public education funding with absolutely no benefit received in exchange. The District had issued two previous notices to CAVEP, on February 12, 2013 and April 12, 2013, containing four separate findings, in addition to recommendations and directives for corrective action. The District's February 12, 2013 notice contained specific concerns regarding CAVEP's lack of procedures and policies to ensure proper utilization of public funds:

Finding 2: Our tests of internal controls over cash disbursements (warrants and credit cards) indicated multiple occurrences of cash disbursements that were not adequately supported. In our sample of 25, one vendor disbursement was not supported by a receipt. In our sample of 10, five Board Member reimbursements were either not supported by receipts or the receipts were not itemized and/or the business purpose not identified.

Recommendation 2: The Corporation's Board of Directors should improve their policies pertaining to reimbursement of expenses to ensure only purchase made on behalf of the Corporation are properly identified as expenses of the Corporation. The Board of directors may also benefit from consulting legal counsel or other experts on the use of public funds to ensure they are properly and completely documenting their activities.

2a. By March 15, 2013, the Corporation's Board of Directors shall adopt a policy documenting monitoring and oversight procedures adequate to ensure all purchases made on behalf of the Corporation are properly identified as expenses of the Corporation.

2b. By March 15, 2013, the Board of Directors shall adopt a policy delineating procedures that require authorization and documentation of all expenditures. In addition, the policy will define a process for determining the appropriateness of all expenditures.

2c . By March 15, 2013, the Corporation shall provide evidence to Tracy Unified School District that these corrective actions have been implemented. (TUSD February 12, 2013 Notice, attached as Exhibit A.)

The District's April 12, 2013 notice concluded, as to recommendations 2a and 2b, that "[c]orrective action has not been met as there is no evidence of an adopted Board policy." (TUSD April 12, 2013 Notice, attached as Exhibit B.)

A. CAVEP Engaged in Fiscal Mismanagement

1. CAVEP's Financial Mismanagement Resulted in the Loss of \$750,000

In approximately May or June of 2013, the CAVEP Board appointed Jeremy Landau ("Landau") to the Board. Landau was a purported wealthy businessmen who had recently re-established a friendship with CAVEP Board member Dr. Essa Elrod. There is no evidence that CAVEP vetted Landau or considered whether he had any financial and/or operational qualifications that would make him a suitable CAVEP Board member.

Within a month of Landau's appointment, Landau proposed a transaction between CAVEP and Vintage Capital Management, Ltd. ("VCM"). The CAVEP Board knew that Landau was a principal of VCM and thus had a financial interest in the proposed transaction.² Per the proposed transaction, CAVEP would deposit \$750,000 into VCM's account and VCM would make \$3,000,000 in "donations" to CAVEP. The CAVEP Board chose not to seek legal or tax advice regarding the proposal and failed to investigate the legitimacy of VCM or Landau's representations. On June 19, 2013, the CAVEP Board approved the transaction with VCM. On June 20, 2013, CAVEP Board President Ben Casados executed a Donation Documentation Agreement ("Agreement"). By the terms of the Agreement, the CAVEP Board agreed to deposit \$750,000 into VCM's account by wiring the funds to Vintage Capital

² See, Exhibit C – October 22, 2013 Letter, J. Anderson to J. Franco.

Management Escrow Fund Account within three days.³ The Agreement stated that VCM would make two \$500,000 “donations” on or before August 31, 2013 and September 30, 2013, respectively, and two \$1,000,000 “donations” on before October 31, 2013 and November 30, 2013, for a total of \$3,000,000 in “donations.” On June 21, 2013, CAVEP transferred \$750,000 to VCM.

Thereafter, VCM failed to make the first \$500,000 donation. Following VCM’s failure to donate the first \$500,000, Landau offered to modify the Agreement and increase the total donation to CAVEP to \$3,250,000. VCM and Landau did not follow through on their promises. CAVEP has not received any money from VCM, and it has been unable to recover the \$750,000.

By its actions, the CAVEP Board failed to provide even the most basic levels of financial accountability or oversight. It has offered no evidence that it made any investigation into Landau’s background or VCM. Rather, the CAVEP Board relied on the representations of a board member it had known for less than two months.⁴ Further, by its own admission, the CAVEP Board was aware of Landau’s interest in VCM. Moreover, CAVEP failed to take sufficient measures to secure the \$750,000 that it gave away, or to appropriately document the transaction to protect the such a significant amount of public education funding. Regardless of these obvious red flags, the CAVEP Board transferred \$750,000 in public education funds to VCM for no legitimate purpose.

The CAVEP Board failed to maintain fiscal control over the CAVEP charter schools, or to demonstrate the capacity to grasp even the fundamentals of governance. This failure led to the loss of the entire \$750,000.

2. Absence of Financial and Operational Controls

The CAVEP Board failed to provide even the most basic levels of access and transparency in its selection of board members, and compliance with Brown Act requirements in agendaing and conducting its meetings. It also failed to monitor the school’s fiscal practices, resulting in the Agreement which violated conflict of interest provisions, as well as inappropriate and properly documented expenditures. The CAVEP Board also failed to maintain even the most minimal

³ See, Exhibit D – Donation Documentation Agreement.

⁴ See, Exhibit C - October 22, 2013 Letter, J. Anderson to J. Franco.

documentation of its transactions and failed to maintain adequate minutes documenting Board action. For example, the CAVEP Board appointed Landau without conducting any investigation or due diligence into his qualifications or background. It also failed to maintain minutes documenting the Board's action to enter into the Agreement with VCM.

Moreover, as discussed below, TUSD had issued CAVEP two notices just months before the transaction with VCM, during February and April of 2013. TUSD warned CAVEP that it did not have sufficient internal controls, procedures or policies to ensure the proper expenditure of public education funds.⁵ Moreover, TUSD directed CAVEP to adopt a policy documenting monitoring and oversight procedures adequate to ensure assertions of accuracy, completeness, classification and cut off for the end of the fiscal year, and adopt a policy delineating procedures that require authorization and documentation of all expenditures, and that defines a process for determining appropriateness of all expenditures. The CAVEP Board failed to heed these warnings and take the required corrective action.

B. CAVEP Failed to Exercise Fiscal and Institutional Control In Violation of California Law

1. Unlawful Interested Party Transaction

The Political Reform Act, specifically Government Code § 87100, provides that:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

The regulations implementing the Political Reform Act include in their scope officers and employees of the governmental agency.

Government Code § 87103 defines "financial interest" to include "a material financial effect" on the public official, or a member of his or her immediate family, or any of the following, in pertinent part:

- "Any business entity in which the public official has a direct or indirect investment worth \$2,000 or more." (Gov. Code § 87103(a).)

⁵ See, Exhibit A - February 12, 2013 Notice; Exhibit B - April 12, 2013 Notice.

- Any source of income, except gifts or commercial loans, of \$500 or more, received within 12 months prior to the decision in question. (Gov. Code § 87103(c).)
- “Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.” (Gov. Code § 87103(d).)

Government Code § 1090 also prohibits public officials – including officers and employees – from entering into any contract in which they hold a financial interest. The only contracts that are exempt are those in which the public official has a remote interest (Gov. Code § 1091) or an interest defined as specifically exempt. (Gov. Code § 1091(e).)

It is no defense to the conflict of interest laws that the individual in question did not have actual participation in the decision leading to the transaction giving rise to the conflict. As the court stated in *People v. Sobel* (1974), 40 Cal.App.3d 1046, 1052:

“Actual execution of a contract is not the only criteria for application of the statute. ‘The instant statutes [section 1090 included] are concerned with any interest . . . which would prevent the officials involved from exercising absolute loyalty and undivided allegiance to the best interests of the [public entity] . . .’ [T]he object . . . is to remove or limit the possibility of any personal influence, either directly or indirectly which might bear on an official’s decision, as well as to void contracts which are actually obtained through fraud or dishonest conduct” (Id. at p. 1052.)

The mere exertion of influence is sufficient to trigger applicability of the conflict of interest laws. (*People v. Vallerger* (1977) 67 Cal.App.3d 847, 868 (n. 5) [“The purpose of the prohibition is to prevent a situation where a public official would stand to gain or lose something with respect to the making of a contract over which in his official capacity he could exercise some influence”].) The law applies “no matter whether [the public official] actually participated personally in the execution of the questioned contract.” (*Sobel, supra*, at p. 1052.)

The CAVEP Board failed to maintain institutional or fiscal control over the operations of its charter schools. This failure led to the CAVEP Board transferring \$750,000 to an organization which CAVEP Board member, Jeremy Landau, had a financial interest as a Principal. There was no indication that the CAVEP Board took any steps to account for the Board Member's financial interests in the transaction it approved, or was even aware that such transactions were illegal.

2. Inappropriate Gift of Public Funds

Article XVI, Section 6, of the California Constitution prohibits state and local agencies from making a gift of public funds or lending the credit of a public agency to private individuals or companies, unless the gift was made for a public purpose. Similarly, California Education Code § 47633(c) provides that the funding received by charter schools may be used for any public school purpose determined by the governing body of the charter school. As such, CAVEP is prohibited from making any gift of public funds to any private individual or entity, unless the gift serves a direct and substantial public purpose. (See, *Alameda County v. Janssen* (1940) 16 Cal. 2d 276; *California Housing Finance Agency v. Elliott* (1976), 17 Cal.3d 575, 583; *Wine v. Boyar* (1963) 220 Cal.App.2d 375, 379.)

CAVEP schools are part of the public school system and receive all of their funding from state and federal government.⁶ (Wilson v. State Bd. of Educ. (1999) 75 Cal.App.4th 1125.) The CAVEP Board made an illegal gift of public funds when it approved the Donation Documentation Agreement and transferred \$750,000 to Vintage Capital Management, Ltd., via Board Member Jeremy Landau. Even if CAVEP had received promised donations in return from Vintage Capital Management, Ltd., the transfer would still be an illegal gift of public funds as there would be no public purpose exception. The transfer of money constitutes an improper use of state funding intended to benefit the students attending CAVEP schools.

C. Prior Notices

⁶ Exhibit E - October 21, 2013 Letter 77 Jessica Anderson to FPPC.

TUSD had issued prior notices to CAVEP based on other suspected violations, including CAVEP's inadequate tracking of accounting transactions and financial reports and insufficient controls over cash disbursements. These prior notices are summarized below:

1. February 12, 2013 Notice Regarding Audit Findings:

TUSD's February 12, 2013 notice⁷ responded to four major areas of concern uncovered during CAVEP's December 11, 2012 audit. Included, among other things, the notice addressed that CAVEP's accounting procedures and controls were insufficient to provide reasonable assurance over the accuracy of cash, classification of revenue, the occurrence and classification of expenses, and the completeness of disclosures. The notice also addressed CAVEP's failure to use general ledger accounting software during the year ending June 30, 2012.

The notice enumerated 13 corrective actions for CAVEP to undertake in order to remedy the various operational and financial deficiencies. Among the 13 required corrective actions, TUSD required that CAVEP adopt a policy documenting monitoring and oversight procedures adequate to ensure assertions of accuracy, completeness, classification and cut off for the end of the fiscal year; adopt a policy documenting monitoring and oversight procedures adequate to ensure all purchases made on behalf of CAVEP are properly identified as expenses of CAVEP; adopt a policy delineating procedures that require authorization and documentation of all expenditures—the policy must define a process for determining appropriateness of all expenditures; adopt a policy that identifies appropriate personnel responsible for management of documents used to determine student eligibility for funding; and adopt a policy governing CAVEP's document retention and filing systems to ensure documentation is readily available when needed. TUSD warned CAVEP that its failure to comply with the District's required corrective actions in each of the four areas of violation may result in a District Board decision to issue a Notice of Violation to CAVEP in accordance with 5 CCR 11968.5.2.

The District responded to CAVEP's response in writing on April 12, 2013, with a second notice addressing numerous unresolved issues.

⁷ A copy of the February 12, 2013 Notice, attached hereto as Exhibit A.

2. April 12, 2013 Notice Regarding Outstanding Corrective Actions:

TUSD's April 12, 2013 notice⁸ addressed the evidence submitted by CAVEP in response to TUSD's February 12, 2013 notice. The District noted that CAVEP met only 5 of the 13 corrective actions required by the District, and that CAVEP failed to meet 6 of the required 13 corrective actions, and another 2 corrective actions were to be determined upon receipt of the 2012-2013 audit report.

Importantly, this notice stated that CAVEP had failed to (1) adopt a policy documenting monitoring and oversight procedures adequate to ensure assertions of accuracy, completeness, classification, and cut off for the end of the fiscal year; (2) adopt a policy documenting monitoring and oversight procedures adequate to ensure all purchases made on behalf of CAVEP are properly identified as expenses of CAVEP; (3) adopt a policy delineating procedures that require authorization and documentation of all expenditures, and that defines a process for determining appropriateness of all expenditures; (4) adopt a policy that identifies appropriate personnel responsible for management of documents used to determine student eligibility for funding; (5) adopt a policy governing CAVEP's document retention and filing systems to ensure documentation is readily available when needed; and (6) to provide TUSD with evidence by March 15, 2013 that all of the 13 corrective actions had been implemented.

The notice emphasized that the unmet corrective actions require submission of an approved Board policy. TUSD instructed CAVEP to submit a draft copy of each required Board Policy to TUSD by April 20, 2013. TUSD also instructed CAVEP to submit the Board Policy and the minutes from when the Board policy was adopted to TUSD immediately after the policy is approved by the CAVEP Board prior to the close of the 2012-2013 school year.

TUSD warned CAVEP that its failure to comply with the District's required corrective actions in each of the four areas of violation may result in a District Board decision to issue a Notice of Violation to CAVEP in accordance with 5 CCR 11968.5.2.

V. Remedy Period and CAVEP's Proposed Cure

Cal. Admin. Code tit. 5, § 11968.5.2(c) describe the charter school's obligations once a Notice of

⁸ A copy of the April 12, 2013 Notice is attached hereto as Exhibit B.

Violation is served:

Upon receipt of a Notice of Violation, the charter school's governing body, as described in the school's charter, if it chooses to respond, shall take the following actions:

(1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation; the written response shall be due by the end of the remedy period identified in the Notice of Violation; and

(2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

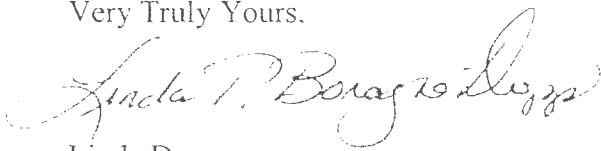
The District provides CAVEP with a remedy period ending June 30, 2014 in which to provide the written response described above. In its written response, CAVEP must address the violations addressed herein and identify remedial steps in all of the following areas raised in the Notice of Violation:

- Adopt a Board policy documenting monitoring and oversight procedures adequate to ensure all purchases made on behalf of CAVEP are properly identified as expenses of CAVEP;
- Adopt a Board policy delineating procedures that require authorization and documentation of all expenditures. In addition, the policy must define a process for determining appropriateness of all expenditures;
- Address any outstanding IRS reporting obligations required as a result of the transfer to Vintage Capital Management, Ltd.
- Recover the full sum of \$750,000 of public education funding, given to VCM, including interest.

Please take notice that the District reserves the right to pursue revocation if CAVEP fails to accomplish *all* of the remedies listed above. Therefore, the District intends to issue a Notice of Intent to Revoke in the event that CAVEP fails to recover the full sum of \$750,000 of public education funding, given to VCM, including interest.

Under Cal. Admin. Code tit. 5, §11968.5.2(c) and (d), the District will evaluate CAVEP's written response to this Notice of Violation, and, in light of CAVEP's identified remedial measures, will consider whether to proceed with the revocation of the CAVEP charter.

Very Truly Yours.

A handwritten signature in cursive script, appearing to read "Linda T. Dopp".

Linda Dopp
Director of Alternative Programs
Tracy Unified School District

Exhibit “A”

TUSD February 12, 2013 Notice

February 12, 2013



California Virtual Education Partners, Inc.

Dear Jessica Anderson :

Your audit of December 11, 2012 noted that California Virtual Education Partners, Inc. "did not use general ledger accounting software during the year ended June 30, 2012. Accounting procedures and controls were not sufficient to provide reasonable assurance over the accuracy of cash, the classification of revenue, the occurrence and classification of expenses, and the completeness of disclosures." Tracy Unified School District (TUSD), as the sponsoring agency of the charter, and, therefore, the agency responsible for operational and financial oversight, is very concerned that these deficiencies be remedied immediately.

In addition, the audit noted four findings:

Finding 1: "...the Corporation used Microsoft Excel-based tracking of accounting transactions and financial reports during the 2011-12 fiscal year. Manual entry and approximated allocation of expenses by school jeopardized management's ability to make assertions of accuracy, completeness, classification, and cut off."

Recommendation 1: The Corporation should implement general ledger accounting software immediately and would be best served using a fund accounting product. Retroactive implementation to validate management's assertions of accuracy, completeness, classification, and cut off for the year ended June 30, 2012 is also recommended. The Corporation's Board of Directors should improve their monitoring and oversight procedures.

TUSD Required Corrective Action 1:

1a. By March 15, 2013, the Corporation shall implement general ledger accounting software utilizing a fund accounting product approved by the auditing firm of Christy White Associates.

1b. By March 15, 2013, the Corporation shall document fiscal transaction dated to July 1, 2012 or before. The level of documentation must validate management's assertions of accuracy, completeness, classification, and cut off for the year ended June 30, 2012.

1c. By March 15, 2013, the Corporation's Board of Directors shall adopt a policy documenting monitoring and oversight procedures adequate to ensure assertions of accuracy, completeness, classification, and cut off are warranted.

1d. By March 15, 2013, the Corporation shall provide evidence to Tracy Unified School District that these corrective actions have been implemented.

Finding 2: Our tests of internal controls over cash disbursements (warrants and credit cards) indicated multiple occurrences of cash disbursements that were not adequately supported. In our sample of 25, one vendor disbursement was not supported by a receipt. In our sample of 10, five Board Member reimbursements were either not supported by receipts or the receipts were not itemized and/or the business purpose not identified.

Recommendation 2: The Corporation's Board of Directors should improve their policies pertaining to reimbursement of expenses to ensure only purchases made on behalf of the Corporation are properly identified as expenses of the Corporation. The Board of Directors may also benefit from consulting legal counsel or other experts on the use of public funds to ensure they are properly and completely documenting their activities.

*"The future belongs
to the educated"*

Dr. James C. Franco
Superintendent
(209) 830-3201
(209) 830-3204 Fax

Dr. Casey J. Goodall
Associate Superintendent
of Business Services
(209) 830-3230
(209) 830-3234 Fax

Dr. Sheila Harrison
Assistant Superintendent
of Educational Services:
(209) 830-3202
(209) 830-3209 Fax
& Human Resources:
(209) 830-3260
(209) 830-3264 Fax

1875 W. Lowell Avenue
Tracy, CA 95376
www.tracy.k12.ca.us

TUSD Required Corrective Action 2:

2a. By March 15, 2013, the Corporation's Board of Directors shall adopt a policy documenting monitoring and oversight procedures adequate to ensure all purchases made on behalf of the Corporation are properly identified as expenses of the Corporation.

2b. By March 15, 2013, the Board of Directors shall adopt a policy delineating procedures that require authorization and documentation of all expenditures. In addition, the policy will define a process for determining the appropriateness of all expenditures.

2c. By March 15, 2013, the Corporation shall provide evidence to Tracy Unified School District that these corrective actions have been implemented.

Finding 3: Through testing of student of student attendance in month three, we noted multiple attendance system errors had occurred, which created inaccurate reporting of attendance on the Period Two (P2) attendance reports for all five schools. The days of apportionment as noted on the "Attendance Forms" by the teachers did not match the days noted on the "Student Activity Log."

Recommendation 3: A new attendance system was implemented during fiscal year 2011-12 and was not operating effectively in month three. Further testing in month nine resulted in no further discrepancies noted; therefore, it appears the system error was isolated to the P-2 attendance reporting period.

TUSD Required Corrective Action 3:

3a. An amended P-2 ADA report must be submitted. The required report was submitted as evidence during June 2012.

3b. By March 15, 2013, The Corporation must request from Christy White Associates a letter, or some other form of documentation, as evidence that the amended P-2 ADA report is accurate.

Finding 4: The review by the auditor indicated that "determinations had been made for 100% funding of non-classroom based ADA for California Pacific Charter School of Kern County, Kaplan Academy Central California, Kaplan Academy North Central California, Kaplan Academy San Diego, and Kaplan Academy San Francisco Bay (where the California Pacific Charter Schools operated in fiscal year 2011-2012 were dba Kaplan Academies in the preceding year(s)). The funding determination applications were provided for audit but could not be reconciled to unaudited actual reports.

Recommendation 4: The Corporation has not established sufficient policies to identify appropriate personnel responsible for management of documents used to determine student eligibility for funding. The auditor recommended that the Corporation provide the requested documentation. In addition, the auditor recommended the Corporation improve its document retention and filing systems to ensure required documentation is readily and available when needed.

TUSD Required Corrective Action 4:

4a. By March 15, 2013, the Corporation shall adopt a policy that identifies appropriate personnel responsible for management of documents used to determine student eligibility for funding.

4b. By March 15, 2013, the Corporation shall adopt a policy governing its document retention and filing systems to ensure required documentation is readily and available when needed.

4c. By March 15, 2013, the Corporation shall provide the requested documentation to Christy White Associates and Tracy Unified School District.

4d. By March 15, 2013, the Corporation shall provide evidence to Tracy Unified School District that these corrective actions have been implemented.

TUSD requires that California Virtual Education Partners, Inc. comply with the district required Corrective Actions in each of the four violations as indicated within the established time period. Per 5 CCR 11968.5.2 , failure to comply may result in a Board decision to issue a Notice of Violation to California Virtual Education Partners, Inc, to the charter school's governing body.

Should you need any additional information regarding these required corrective actions, please do not hesitate to contact me.

Respectfully,

Linda T. Boragno-Dopp
Director of Alternative Programs
Tracy Unifies School District

Cc: Board Members:

Exhibit “B”

TUSD April 12, 2013 Notice

April 12, 2013



*"The future belongs
to the educated"*

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(209) 830-3204 Fax

Dr. Casey J. Goodall
Associate Superintendent
of Business Services
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& Human Resources:
(209) 830-3260
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Tracy, CA 95376
www.tracy.k12.ca.us

California Virtual Education Partners, Inc.

Dear Jessica Anderson :

Thank you for the efforts you and your Board have made to address audit report findings of December 11, 2012. Please be aware that as your oversight agency, TUSD is required by San Joaquin County Office of Education to verify CAVEP Corrective Actions are in place by April 29, 2013. In order to meet this requirement, TUSD has reviewed the Corrective Action documents which were submitted. The results of our review are indicated below each of the TUSD Required Corrective Action for each of the findings.

Your audit of December 11, 2012 noted that California Virtual Education Partners, Inc. "did not use general ledger accounting software during the year ended June 30, 2012. Accounting procedures and controls were not sufficient to provide reasonable assurance over the accuracy of cash, the classification of revenue, the occurrence and classification of expenses, and the completeness of disclosures." Tracy Unified School District (TUSD), as the sponsoring agency of the charter, and, therefore, the agency responsible for operational and financial oversight, is very concerned that these deficiencies be remedied immediately.

In addition, the audit noted four findings:

Finding 1: "...the Corporation used Microsoft Excel-based tracking of accounting transactions and financial reports during the 2011-12 fiscal year. Manual entry and approximated allocation of expenses by school jeopardized management's ability to make assertions of accuracy, completeness, classification; and cut off."

Recommendation 1: The Corporation should implement general ledger accounting software immediately and would be best served using a fund accounting product. Retroactive implementation to validate management's assertions of accuracy, completeness, classification, and cut off for the year ended June 30, 2012 is also recommended. The Corporation's Board of Directors should improve their monitoring and oversight procedures.

TUSD Required Corrective Action 1:

- 1a. By March 15, 2013, the Corporation shall implement general ledger accounting software utilizing a fund accounting product approved by the auditing firm of Christy White Associates.
- 1b. By March 15, 2013, the Corporation shall document fiscal transaction dated to July 1, 2012 or before. The level of documentation must validate management's assertions of accuracy, completeness, classification, and cut off for the year ended June 30, 2012.
- 1c. By March 15, 2013, the Corporation's Board of Directors shall adopt a policy documenting monitoring and oversight procedures adequate to ensure assertions of accuracy, completeness, classification, and cut off are warranted.
- 1d. By March 15, 2013, the Corporation shall provide evidence to Tracy Unified School District that these corrective actions have been implemented.

TUSD Review of Evidence Submitted for Corrective Action 1:

- 1a. Corrective Action has been met
- 1b. Corrective Action has been met
- 1c. Corrective Action has not been met as there is no evidence of an adopted Board policy
- 1d. Corrective Action will be determined upon receipt of 2012-13 audit report

Finding 2: Our tests of internal controls over cash disbursements (warrants and credit cards) indicated multiple occurrences of cash disbursements that were not adequately supported. In our sample of 25, one vendor disbursement was not supported by a receipt. In our sample of 10, five Board Member reimbursements were either not supported by receipts or the receipts were not itemized and/or the business purpose not identified.

Recommendation 2: The Corporation's Board of Directors should improve their policies pertaining to reimbursement of expenses to ensure only purchases made on behalf of the Corporation are properly identified as expenses of the Corporation. The Board of Directors may also benefit from consulting legal counsel or other experts on the use of public funds to ensure they are properly and completely documenting their activities.

TUSD Required Corrective Action 2:

- 2a. By March 15, 2013, the Corporation's Board of Directors shall adopt a policy documenting monitoring and oversight procedures adequate to ensure all purchases made on behalf of the Corporation are properly identified as expenses of the Corporation.
- 2b. By March 15, 2013, the Board of Directors shall adopt a policy delineating procedures that require authorization and documentation of all expenditures. In addition, the policy will define a process for determining the appropriateness of all expenditures.
- 2c. By March 15, 2013, the Corporation shall provide evidence to Tracy Unified School District that these corrective actions have been implemented.

TUSD Review of Evidence Submitted for Corrective Action 2:

- 2a. Corrective Action has not been met as there is no evidence of an adopted Board policy
- 2b. Corrective Action has not been met as there is no evidence of an adopted Board policy
- 2c. Corrective Action has been met

Finding 3: Through testing of student of student attendance in month three, we noted multiple attendance system errors had occurred, which created inaccurate reporting of attendance on the Period Two (P2) attendance reports for all five schools. The days of apportionment as noted on the "Attendance Forms" by the teachers did not match the days noted on the "Student Activity Log."

Recommendation 3: A new attendance system was implemented during fiscal year 2011-12 and was not operating effectively in month three. Further testing in month nine resulted in no further discrepancies noted; therefore, it appears the system error was isolated to the P-2 attendance reporting period.

TUSD Required Corrective Action 3:

- 3a. An amended P-2 ADA report must be submitted. The required report was submitted as evidence during June 2012.
- 3b. By March 15, 2013, The Corporation must request from Christy White Associates a letter, or some other form of documentation, as evidence that the amended P-2 ADA report is accurate.

TUSD Review of Evidence Submitted for Corrective Action 3:

3a. Corrective Action has been met

3b. Corrective Action has been met

Finding 4: The review by the auditor indicated that “determinations had been made for 100% funding of non-classroom based ADA for California Pacific Charter School of Kern County, Kaplan Academy Central California, Kaplan Academy North Central California, Kaplan Academy San Diego, and Kaplan Academy San Francisco Bay (where the California Pacific Charter Schools operated in fiscal year 2011-2012 were dba Kaplan Academies in the preceding year(s)). The funding determination applications were provided for audit but could not be reconciled to unaudited actual reports.

Recommendation 4: The Corporation has not established sufficient policies to identify appropriate personnel responsible for management of documents used to determine student eligibility for funding. The auditor recommended that the Corporation provide the requested documentation. In addition, the auditor recommended the Corporation improve its document retention and filing systems to ensure required documentation is readily and available when needed.

TUSD Required Corrective Action 4:

4a. By March 15, 2013, the Corporation shall adopt a policy that identifies appropriate personnel responsible for management of documents used to determine student eligibility for funding.

4b. By March 15, 2013, the Corporation shall adopt a policy governing its document retention and filing systems to ensure required documentation is readily and available when needed.

4c. By March 15, 2013, the Corporation shall provide the requested documentation to Christy White Associates and Tracy Unified School District.

4d. By March 15, 2013, the Corporation shall provide evidence to Tracy Unified School District that these corrective actions have been implemented.

TUSD Review of Evidence Submitted for Corrective Action 4:

4a. Corrective Action has not been met as there is no evidence of a Board adopted policy

4b. Corrective Action has not been met as there is no evidence of a Board adopted policy

4c. Corrective Action Corrective Action will be determined upon receipt of 2012-13 audit report

4d. Corrective Action has not been met as there is no evidence of a Board adopted policy

As you can see, all the Corrective Actions which have not been met require submission of an approved Board policy. In order for TUSD to meet the requirements established by SJCOE, there is a need for CAVEP to submit a draft copy of each of the board policies referenced in Corrective Actions 1, 2 & 4 by April 20, 2013. Each Board Policy and minutes from the Board meeting when the policy was adopted must be submitted to TUSD immediately after it has been approved by the board prior to the close of the 2012-2013 school year.

TUSD requires that California Virtual Education Partners, Inc. comply with the district required Corrective Actions in each of the four violations as indicated within the established time period. Per 5 CCR 11968.5.2, failure to comply may result in a Board decision to issue a Notice of Violation to California Virtual Education Partners, Inc. to the charter school's governing body.

Should you need any additional information regarding these required corrective actions, please do not hesitate to contact me.

Respectfully,

Linda T. Boragno-Dopp
Director of Alternative Programs
Tracy Unifies School District

Cc: Board Members:

Exhibit “C”

October 22, 2013 Letter, J. Anderson to J. Franco

CAVEP Board of Trustees

Mr. Ben Casados
Dr. Samuel Essa Allred
Dr. Anna-Maria Guzman



1200 Quail Street Ste. #175
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Office: 949.752.0527
Toll Free: 855.CAL.PACS

www.calpacschools.org

October 22, 2013

VIA CERTIFIED MAIL and EMAIL
RETURN RECEIPT REQUESTED

To:

Dr. James C. Franco
Tracy Unified Superintendent
1875 W. Lowell Avenue
Tracy, CA 95376

RE: Notification of Potentially Fraudulent Financial Transaction

Dear Superintendent Franco:

The purpose of this letter is to notify you that California Virtual Education Partners ("CAVEP"), CAVEP is working in close cooperation with law enforcement to determine whether its Board of Directors has fallen victim to a fraudulent financial transaction with Vintage Capital Management, Ltd., ("VCM") and one former member of CAVEP's Board of Directors, Jeremy Landau. CAVEP operates five (5) charter schools in California that are sponsored by Newcastle Elementary School District (Placer County), Mountain Empire Unified School District (San Diego County), Corcoran Unified School District (Kings County), Tracy Unified School District (San Joaquin County) and Semitropic Elementary School District (Kern County).

The nature of the transaction and associated timeline are as follows. On June 19, 2013, CAVEP's Board approved a Donation Documentation Agreement with Vintage Capital Management, Ltd., (the "Agreement") wherein VCM was to donate a total sum of three million dollars (\$3,000,000) to CAVEP, which was to be allocated in four (4) scheduled donations (Two \$500,000 donations on or before August 31 and September 30, 2013 and two \$1,000,000 donations on or before October 31 and November 30, 2013). The Agreement was signed on June 20, 2013 by Board President Ben Casados. In order for VCM to commit to donating said \$3,000,000, VCM required CAVEP to transfer seven hundred and fifty thousand dollars (\$750,000) within 72-hours of receiving the Agreement as a "donation documentation fee," which was to be fully refundable on or before January 31, 2014. (See the Donation Documentation Agreement enclosed as **Attachment A.**) On June 21, 2013, CAVEP transferred

CAVEP Board of Trustees

Mr. Ben Casados
Dr. Samuel Essa Allred
Dr. Anna-Maria Guzman



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funds in the amount of \$750,000 to VCM in order to secure the purported \$3,000,000 donation from VCM. (See the June 21, 2013, documentation of wire transfer enclosed as **Attachment B.**)

CAVEP's Board truly believed the validity of the Agreement and relied upon the representations made by one of its own Board members and Principal of VCM, Jeremy Landau. They had a trusting relationship with Mr. Landau and had no reason to believe that the transaction was anything other than a generous gift by a fellow Board member.

In July, CAVEP demanded to have the \$750,000 in funds returned and to terminate the agreement, after determining the agreement likely violates state conflict of interest codes and is therefore null and void. Unfortunately, VCM failed to act on CAVEP's demands and, furthermore, VCM failed to pay the first promised donation payment of five hundred thousand dollars (\$500,000) that was scheduled to be received by CAVEP on or before August 31, 2013. After VCM failed to provide said scheduled donation, Mr. Landau offered a modified agreement, which is contained in the Funding Update, where the refundable "donation documentation fee" of \$750,000 was negated by increasing the total initial donation of \$3,000,000 to \$3,250,000 with payment to be received no later than September 19, 2013. This was then later extended to September 24, 2013. (See the Funding Update enclosed as **Attachment C.**)

As of the date of this letter, no funds have been received by CAVEP nor has the \$750,000 been returned. VCM and Mr. Landau continue to make representations concerning the delays in payment of these funds.

Consequently, CAVEP's independent financial auditor, Christy White & Associates ("CWA") advised CAVEP of the potential that the financial transaction might be an illegal act and/or fraud. Accordingly, CWA recommended CAVEP to self-report the incident for proper investigation to the California Department of Education ("CDE"), the California State Controller's Office ("SCO"), CAVEP's granting agencies and sponsoring school districts, affiliated county offices of education, and the appropriate law enforcement agencies. (See correspondence from Christy White Associates enclosed as **Attachment D.**)

It is important to note that at this time, Mr. Landau has not been arrested nor has he been accused of any crime by any law enforcement agency. However, in light of these events, the Board voted to remove him from the Board.

In the effort to recover these funds and hold the responsible individuals accountable, CAVEP has engaged an attorney and private investigators and is contemplating civil litigation to recover the

CAVEP Board of Trustees

Mr. Ben Casados
Dr. Samuel Essa Allred
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funds if it can be determined where the funds are located. CAVEP also contacted the U.S. Secret Service on October 4, 2013 because the private investigation firm retained by the school determined that the Secret Service has jurisdiction over wire fraud cases. The Secret Service ultimately referred this matter to the FBI with whom CAVEP is now fully cooperating. As recommended by CWA, CAVEP has also alerted the State Department of Education, California State Controller's Office, as well as all of its authorizing school districts and county offices of education. CAVEP has also filed a complaint with the California Fair Political Practices Commission relating to the possible conflict of interest law violations that accompany this contract between a member of the CAVEP Board and CAVEP (see **Attachment E**). Finally, the school is in the process of hiring an attorney who specializes in tax matters to assist with any specialized reporting obligations that may be required relating to the transaction.

Obviously, however, holding individuals accountable will not ensure that such a problem could not arise in the future. In order to address this issue, the CAVEP Board is engaging the California Fiscal Crisis and Management Assistance Team ("FCMAT") to draft new financial policies and procedures that will prevent this from ever happening again. CAVEP also will be retaining FCMAT on an ongoing basis to monitor all transactions through the end of the 2013-14 fiscal year to ensure that all transactions are lawful and reflect full implementation of the new policies and procedures. Further, CAVEP will be requesting that FCMAT provide reports on at least a monthly basis to all five authorizing school districts, county offices of education and the California Department of Education to verify compliance with the new policies and procedures. Additionally, CAVEP Board president Ben Casados has already tendered his resignation and CAVEP expects its remaining Board members will do the same as suitable new members with both financial and operational expertise are appointed. Criminal background checks will be performed on all new Board members and Board members will no longer have signatory authority on CAVEP accounts. Once new Board members are appointed, CAVEP has requested that FCMAT provide governance and financial training for the new Board members. The combination of new policies and procedures recommended by the State's leading school finance experts, a new and highly trained Board with operational and financial expertise, and ongoing compliance oversight by FCMAT will ensure that this type of incident never happens again.

We can also assure you that the funds in question were reserve funds, rather than funds needed for the ongoing operations of the schools. As a result, we will continue to be able to meet all of our ongoing financial obligations even if the \$750,000 is not recovered this year. We will work with FCMAT to develop a plan to restore these reserves.

CAVEP Board of Trustees

Mr. Ben Casados
Dr. Samuel Essa Allred
Dr. Anna-Maria Guzman



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Newport Beach, CA 92660
Office: 949.752.0527
Toll Free: 855.CAL.PACS

www.calpacschools.org

Our top priority continues to be the more than 800 students and families that we serve. Please know that we will do everything in our power to recover these funds and we will not give up until we are successful. We will continue to cooperate with law enforcement and we will faithfully implement recommendations made by FCMAT to ensure that this will never happen again. Please contact me at janderson@calpacschools.org or (209) 986-6150 with any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Jessica A. Anderson'.

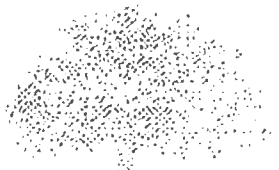
Jessica Anderson
Superintendent
California Pacific Charter Schools.

Encl.

1. Letter from CWA
2. Attachment A
3. Attachment B
4. Attachment C
5. Attachment D
6. Attachment E

Exhibit “D”

Donation Documentation Agreement



Vintage Capital Management Ltd.

DONATION DOCUMENTATION AGREEMENT

June 19, 2013

MR. BEN CASADOS
California Virtual Education Partners
1200 Quail Street, Suite 175
Newport Beach, CA 92660

SENT VIA: EMAIL ONLY

RE: \$3M USD Donation
Transaction Number: VCM/2013/06-3D
Client/Applicant: California Virtual Education Partners

Dear Mr. Casados,

Vintage Capital Management confirms the receipt of California Virtual Education Partners ("Client/Applicant") Request for Donation. Upon Client/Applicant depositing a Seven Hundred Fifty Thousand (\$750,000) Dollar Donation Documentation Fee, which is fully Refundable, Vintage Capital Management shall commit to Donating Three Million (\$3,000,000) Dollars to California Virtual Education Partners' yet to be named Foundation under the following timeline:

On or before August 31, 2013 Vintage Capital Management shall Donate to Client/Applicant the first of four (4) Donations. The first two (2) Five Hundred Thousand Dollars (\$500,000) donations on or before both August 31, 2013 and September 30, 2013 and two (2) One Million (\$1,000,000) Dollar Donations shall be made on or before October 31, 2013 and November 30, 2013 respectively, for a total gross accumulated Donation Amount equal to Three Million Dollars (\$3,000,000) Dollars.

Once Vintage Capital procures the Donation and the Client/Applicant receives the total accumulated Donation amount, Vintage Capital Management, Ltd. shall have no further obligation to perform any further acts under this Agreement other than to return the Donation Documentation Fee to Client/Applicant on or before January 31, 2014.

EXECUTION: All faxed and/or emailed signatures shall be considered as original signatures for the purpose of binding each Party to this Agreement. Each Party represents that it has full authority to execute this Agreement, and that each is bound by the terms and conditions as set forth herein. Any modifications, changes, addendums, or amendments to this Agreement shall be made by mutual consent, shall be in writing and shall be duly executed by both Parties.

CONFIDENTIALITY: Both Parties agree that none of the details in this Agreement and or documentation provided by Client/Applicant may be disclosed to a third party other than professional advisors acting on behalf of the Parties or authorized by the Parties in writing.

COMMUNICATION: All communications and notices relating to or arising out of this Agreement shall be sent to the email addresses of the principals, as provided by and represented by each Party to be its direct contact email address. An email communication shall be considered original and binding.

8175 S. VIRGINIA ST. • SUITE 350-217 • RENO, NV 89511 • 818-624-8348 • FAX: 775-852-1414
J.LANDAU@VINTAGECAPITALMGT.COM

Handwritten signature and date: JJ 6-19-13



Vintage Capital Management Ltd.

DONATION DOCUMENTATION AGREEMENT

GOVERNING LAW: This Agreement is governed by the laws of the State of Nevada and may be modified or waived only in writing. Any dispute arising hereunder shall be adjudicated by binding Arbitration in Washoe County, Nevada, and in no other venue or jurisdiction. The prevailing Party in such Arbitration is entitled to legal fees and costs in addition to all other awarded damages.

WARRANTY: Both Parties are responsible for its own tax consequences, if any, stemming from the transactions of this Agreement. No alterations to this Agreement shall be valid unless made in writing and executed by both Parties. This Agreement can be executed in counterparts. A copy of this Agreement, when fully executed, is to be delivered via email or facsimile without delay.

This Agreement must be accepted and executed by Client/Applicant and returned via email within three (3) business days from Date of Issuance, or this Agreement expires, is rescinded, and no longer valid. Upon acceptance, Client/Applicant agrees to wire transfer the Donation Documentation Fee to the Vintage Capital Management Escrow Fund Account within three (3) business days from the Date of Issuance of this Agreement.

Vintage Capital Management, Ltd:

By: [Signature]
Jeremy London, Principal

Date: 6-19-2013

California Virtual Education Partners:

By: [Signature]
Ben Casados, Board President

Date: 6-20-2013

[Handwritten initials] 6-19-13

Exhibit “E”

**P. 25 from the Audit Report issued by California Virtual
Education Partners, Inc.**

CALIFORNIA VIRTUAL EDUCATION PARTNERS, INC.
FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2013

FIVE DIGIT CODE

20000

30000

AB 3627 FINDING TYPE

Inventory of Equipment

Internal Control

FINDING 2013-1: LACK OF DUE DILIGENCE (30000)

Criteria: Prudent and conservative business practices are recommended to help ensure the proper safeguard of corporation assets

Condition: In the course of our audit we discovered that a \$750,000 "donation fee" to Vintage Capital Management had been approved by the Corporation's governing board in June 2013. The approval was done quickly and without fully researching the company and the donation plan. The fee was purportedly described as "refundable" and was a condition to receiving a donation of \$3 million in the following 2013-14 school year. To date, the Corporation has received neither the donation nor the \$750,000 deposit, despite request for a fee refund after the donation pledge fell into arrears. New governing board member Mr. Jeremy Landau is associated with Vintage Capital Management and purportedly pledged the donation to the Corporation.

Cause: Governing board actions taken in haste and without due diligence or seeking legal advice. The Corporation lacks proper policies and procedures to ensure due diligence is taken for major financial transactions.

Effect: A \$750,000 audit adjustment was made to allow for the probable loss of the donation deposit.

Recommendation: Several recommendations are made:

1. The Charter should properly investigate the \$750,000 loss for any possible criminal intent.
2. Vigorous actions should be taken to recoup the lost funds.
3. Going forward, prospective board members should be vetted more thoroughly through background checks and verifiable references as part of a formal approval process.
4. Board policies and procedures should be put into place to do due diligence on proposed major financial transactions; including, and as deemed beneficial, the consultation with legal, financial and accounting advisors.

Corporation's Response:

1. The Charter has already hired an independent investigator, and this report has been completed. This report was filed with appropriate law enforcement agencies.
2. Although it appears unlikely that either Mr. Landau or Vintage Capital Management have the funds to repay the Charter, the Charter has filed a claim with its insurance carrier for the \$750,000 loss. Additionally, the Charter will aggressively seek restitution in the event that any criminal proceedings are brought against Mr. Landau or VCM. The Charter may also pursue civil claims.
3. The Charter has agreed to implement a thorough vetting process, including criminal background checks, on all new Board members.
4. The Charter has retained a state agency, the Fiscal Crisis Management Assistance Team ("FCMAT") to develop new fiscal policies and procedures designed to ensure that proper due diligence is performed on all major financial transactions. These policies and procedures will be immediately implemented by the Charter once FCMAT has made its recommendations.

CALIFORNIA VIRTUAL EDUCATION PARTNERS, INC.
FINANCIAL STATEMENT FINDINGS, continued
FOR THE YEAR ENDED JUNE 30, 2013

FINDING 2013-2: CASH DISBURSEMENTS (30000)

Criteria: Management is responsible for designing and implementing a system of internal controls over financial reporting that provides reasonable assurance that misstatements and/or noncompliance affecting the financial statements is prevented or detected and corrected through normal operating procedures. Obtaining proper approval prior to services rendered or goods received will ensure appropriate use of charter funding and alignment with the charter budget.

Condition: In our sample of 25 disbursements, we noted 22 payments that did not have documentation to indicate proper pre-approval. Of these lacking pre-approval, 6 were made by use of a debit card directly linked to the operations bank account.

Our tests of internal controls over cash disbursements indicated multiple occurrences of cash disbursements that were not adequately supported. In our sample of 25, one vendor disbursement was not supported by a receipt. In our sample of 10, five Board member reimbursements were either not supported by receipts or the receipts were not itemized and/or the business purpose not identified.

Cause: The Corporation's system of internal controls over cash disbursements was not effectively implemented.

Effect: Expenses could be paid for by the Corporation that are not appropriate use of charter funding or exceed established budgets for expenses.

Recommendation: We recommend the implementation of a standard document such as a purchase requisition or purchase order to indicate proper approval was obtained from appropriate personnel prior to the Corporation being liable for payment. In the case of payment by debit or "check" cards, we recommend a policy be established and that only authorized personnel have possession of these cards.

Corporation's Response: The Charter has retained a state agency, the Fiscal Crisis Management Assistance Team ("FCMAT") to develop new fiscal policies and procedures designed to ensure that proper due diligence is performed on all major financial transactions. These policies and procedures will be immediately implemented by the Charter.

CALIFORNIA VIRTUAL EDUCATION PARTNERS, INC.
STATE AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2013

FIVE DIGIT CODE

10000
40000
41000
60000
61000
70000
71000
72000

AB 3627 FINDING TYPE

Attendance
State Compliance
CalSTRS
Miscellaneous
Classroom Teacher Salaries
Instructional Materials
Teacher Misassignments
School Accountability Report Card

There were no findings and questioned costs related to state awards in the fiscal year 2012-13.

Exhibit "F"

October 21, 2013 Letter, Jessica Anderson to FPPC

OCTOBER 21, 2013

VIA: EMAIL AND U.S. MAIL
complaint@fppc.gov

Gary Winuk, Chief of Enforcement Division
Fair Political Practices Commission
428 J Street, Suite 620
Sacramento, California 95814

Re: Conflict of Interest and Self-Dealing Violations of the Political Reform Act

Dear Mr. Winuk:

I am writing on behalf of California Virtual Education Partners ("CAVEP"), which is a group of California public charter schools that serve nearly 1,000 students in Northern and Southern California. This letter is to inform you of potential violations of the Political Reform Act ("PRA") due to a financial transaction between CAVEP and former CAVEP Board member Jeremy Landau and his company Vintage Capital Management, Ltd., ("VCM").

On or about June 20, 2013, Jeremy Landau and his company VCM entered into a purported Donation Agreement (the "Agreement") wherein VCM was to donate a total sum of three million dollars (\$3,000,000) to CAVEP. The entire donation was to be allocated in four (4) scheduled donations in exchange for a refundable seven hundred and fifty thousand dollar (\$750,000) "donation documentation fee" payable to VCM. As of the date of this letter, CAVEP has not been paid any portion of the donation amount (although it is past due) and the \$750,000 donation documentation fee has not been refunded by Mr. Landau or VCM.

Regardless of whether these funds are ever returned, the law seeks to forestall, even the appearance of improprieties by Board members of public agencies. Prior to the approval of the Agreement, Mr. Landau utilized his position on the CAVEP Board to gain the trust and respect of the other Board members. While serving on the CAVEP Board, Mr. Landau approached CAVEP with the offer to donate three million dollars (\$3,000,000) to CAVEP. At the time of his offer, Mr. Landau had only recently become a Board member of CAVEP and portrayed himself as a successful businessman. He or his agents drafted the agreement that he recommended be approved by the CAVEP Board. In doing so, it is my belief that he actively attempted to influence CAVEP's decision to enter into the Agreement.

Unfortunately, the CAVEP Board truly believed the validity of the Agreement and throughout Agreement negotiations relied upon the representations made by one of its own Board members and

*Gary Winuk, Chief of Enforcement Division
Re: Conflict of Interest and Self-Dealing Violations of the Political Reform Act
October 21, 2013
Page 2 of 2*

Principal of VCM, Jeremy Landau. Consequently, Mr. Landau was able to utilize that trust to influence the Board's decision to approve the Agreement.

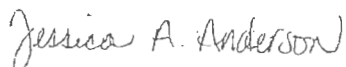
Pursuant to the Government Code section 87100, no public official shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. In this case, the Agreement between CAVEP and Mr. Landau was entered into while Mr. Landau was serving on the CAVEP Board of Directors. Moreover, Mr. Landau leveraged his position on the CAVEP Board to influence the other members of the Board to enter into the Agreement. Furthermore, Mr. Landau knew or should have known he stood to gain a financial interest from investing, the \$750,000 paid by CAVEP. Consequently, it appears that Mr. Landau's conduct associated with the Agreement and the Agreement itself, constitute violations of the Political Reform Act and its prohibitions against financially interested contracts and self-dealing.

"Subsequent to the approval of the Agreement, Mr. Landau persuaded CAVEP to modify the Agreement, which may in and of itself constitute an independent violation of the PRA, in order to allow VCM additional time to make the scheduled payments in accordance with the Agreement. Mr. Landau further violated the PRA, in that he did file a Form 700 after becoming a member of the CAVEP Board but disclosed no financial interests. The Form 700 is attached. On the basis of the aforementioned reasons, it is our position that Mr. Landau's conduct in influencing CAVEP's initial approval of the Agreement as well as his subsequent course of actions may constitute multiple independent violations of the Political Reform Act."

In addition to the multiple violations of the PRA, we would like point out that CAVEP schools are part of the public school system and receive all of their funding from the state and federal government. As such, the CAVEP funds lost as a result of the Agreement are public taxpayer funds for public use, and were not intended to fund Mr. Landau or VCM.

Thank you for your time and consideration to this matter. If I can provide any additional information, please do not hesitate to contact me at (209) 986-6150.

Sincerely,



Jessica Anderson
Superintendent
California Pacific Charter Schools