

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

**DATE:** TUESDAY, SEPTEMBER 24, 2013

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

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

**AGENDA**

- |   |                |
|---|----------------|
| <b>1. Call to Order</b>   | <b>Pg. No.</b> |
| <br>  |                |
| <b>2. Roll Call – Establish Quorum</b><br>Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn<br>Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry  |                |
| <br>  |                |
| <b>3. Closed Session:</b> 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. |                |
| <b>3.1 Educational Services</b>   |                |
| <b>3.1.1</b> Intra-District Attendance Appeal #13-14/#1 WHS#10208987<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__  |                |
| <b>3.1.2</b> Finding of Fact #13-14/#4, 5, 7, 8   |                |
| <b>3.1.3</b> PE Exemption THS #10200664<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <br>  |                |
| <b>3.2 Human Resources</b>  |                |
| <b>3.2.1</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__   |                |
| <b>3.2.2</b> Conference with Labor Negotiator<br>Agency Negotiator: Sheila Harrison<br>Assistant Superintendent of Educational Services & Human Resources<br>Employee Organization: CSEA, TEA   |                |
| <br>  |                |
| <b>4. Adjourn to Open Session</b>   |                |
| <br>  |                |
| <b>5. Call to Order and Pledge of Allegiance</b>  |                |

- |   | <b>Pg. No.</b> |
|---|----------------|
| <b>6. Closed Session Issues:</b>  |                |
| <b>6a</b> Report Out of Action Taken on Intra-District Attendance Appeal #13-14/#1<br>WHS#10208987  |                |
| <b>Action:</b> Vote: Yes __; No __; Absent __; Abstain ____.  |                |
| <b>6b</b> Finding of Fact #13-14/#4, 5, 7, 8  |                |
| <b>Action:</b> Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain ____.  |                |
| <b>6c</b> Report Out of Action Taken on PE Exemption THS #10200664  |                |
| <b>Action:</b> Vote: Yes __; No __; Absent __; Abstain ____.  |                |
| <b>7. Approve Regular Minutes of September 10, 2013.</b>  | <b>1-5</b>     |
| <b>Action:</b> Motion__ ; Second __. Vote: Yes __; No __; Absent __; Abstain ____.  |                |
| <b>8. Student Representative Reports:</b>   |                |
| <b>Tracy High:</b> Mika Fithian; <b>West High:</b> Jessica Rasmussen; <b>Kimball High:</b> Lindsay Huckaba; <b>Stein High:</b> Karina Martinez and Steven Medina.   |                |
| <b>9. Recognition &amp; Presentations:</b> An opportunity to honor students, employees and community members for outstanding achievement:   |                |
| <b>9.1</b> Freiler School Update  |                |
| <b>10. Hearing of Delegations:</b> 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). |                |
| <b>11. Information &amp; Discussion Items:</b> An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.   |                |
| <b>11.1 Administrative &amp; Business Services:</b> None.   |                |
| <b>11.2 Educational Services:</b>   |                |
| <b>11.2.1</b> Receive Report Regarding Special Education Programs   | <b>6</b>       |
| <b>11.2.2</b> Receive Report Crime Stoppers 24 – Hour Students Speaking<br>Out Hotline  | <b>7-8</b>     |
| <b>12. PUBLIC HEARING:</b>  |                |
| <b>12.1 Administrative &amp; Business Services:</b> None.   |                |
| <b>12.2 Educational Services:</b>   |                |
| <b>12.2.2</b> Conduct a Public Hearing (Item 14.2.1) to Determine Sufficiency of<br>Textbooks and Instructional Materials for the Students of Tracy<br>Unified School District  | <b>9</b>       |
| <b>13. Consent Items:</b> Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. <b>Action:</b> Motion__; Second___. <b>Vote:</b> Yes__; No__; Absent__;<br>Abstain__.   |                |

<b>13.1</b>	<b>Administrative &amp; Business Services</b>	<b>Pg. No.</b>
13.1.1	Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District	10-11
13.1.2	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	12-13
<b>13.2</b>	<b>Educational Services</b>	
13.2.1	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Jacobson Elementary School	14-17
13.2.2	Ratify Contract with The Speech Pathology Group, Inc. for the 2013-2014 School Year	18-23
<b>13.3</b>	<b>Human Resources</b>	
13.3.1	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	24-25
13.3.2	Approve Classified, Certificated and/or Management Employment	26-27
13.3.3	Ratify Agreement for Special Contract Services with Arcadia Home Care and Staffing to Provide Nurses for Needed Nursing Services	28-34
13.3.4	Ratify Agreement for Special Contract Services for Rich Tanner to Provide Tutoring Services for West High School Freshman Football Players for the 2013-2014 Fall Season	35-37
<b>14.</b>	<b>Action Items:</b> Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
<b>14.1</b>	<b>Administrative &amp; Business Services</b>	
14.1.1	Award Land Mobile Radio Contract to BearCom Wireless for Implementation of Emergency Response Walkie Talkie Equipment	38-39
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	
14.1.2	Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Bond Oversight Committee Members to Serve Three Consecutive Two Year Terms (Second Reading)	40-67
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	
<b>14.2</b>	<b>Educational Services:</b>	
14.2.1	Adopt Resolution #13-07: A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District	68-73
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__.	
<b>15.</b>	<b>Board Reports:</b> 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 **October 8, 2013**
  - 17.2 **October 22, 2013**
  - 17.3 **November 12, 2013**
  - 17.4 **December 10, 2013**
  
18. **Upcoming Events:**

18.1 <b>October 21, 2013</b>	<b>No School, Parent Conferences</b>
18.2 <b>November 11, 2013</b>	<b>No School, Veterans' Day</b>
18.3 <b>November 25-29, 2013</b>	<b>No School, Thanksgiving Week</b>
18.4 <b>December 23 – January 3, 2014</b>	<b>No School, Winter Break</b>
18.5 <b>January 20, 2014</b>	<b>No School, MLK Day</b>

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, September 10, 2013**

- 5: PM:** President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 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
- 7:08 PM** President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Finding of Fact #13-14/#1, 2  
**Action:** Guzman, Vaughn.  
**Vote:** Yes-5; No-0; Absent-1(Lewis); Abstain-1(Crandall)  
**6b** Report Out of Action Taken on PE Exemption – THS #10213618;  
THS #10322002; WHS #10208377  
**Vote:** Yes-4; No-0; Absent-3(Lewis, Crandall, Vaughn)  
**6c** Report Out of Action Taken on Application for Reinstatement #13-14/#1, 2,  
3, 4, 5, 6, 7, 8, 9  
**Vote:** Yes-4; No-0; Absent-3(Lewis, Crandall, Vaughn)  
**6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request  
for Classified Employee #UCL-184, Pursuant to Article XXIII  
**Vote:** Approved. Yes-4; No-0; Absent-3 (Lewis, Crandall, Vaughn)
- Employees Present:** J. Cardoza, F. Weinberg, J. Wilson, R. Call, L. Nelson, J. Carter, B. Carter, J. Anderson, P. Hall
- Press:** None.
- Visitors Present:** None.
- Minutes:** Approve Regular Minutes of August 27, 2013.  
**Action:** Guzman, Crandall. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- Student Rep Reports:** None.
- Recognition & Presentations:** **9.1** Kelly School Update  
Principal, Jeanine Wilson, presented a power point on common core implementation at George Kelly. Their goals are to inform all stakeholders (teachers, parents and students), train the teachers and provide exposure to smarter balance questions. She reviewed the teacher/student roles, teacher’s work, student’s work, students thinking and students

Management training received in August was fantastic and they are bringing it back to the teachers along with training from other teachers. They will focus on authentic resources and collaboration and reflection. Had buy back day last April. Also had math cadre presentation. She reviewed professional development. They will be using Nancy Fetzter strategies for K-8. Smarter Balance will have practice questions, have teachers learn how to use the system and will have grade level discussion of expectations associated with the transition to CCSS and smarter balanced. Trainings will be held during ERM. They will inform parents through PTO, ELAC and SSC meetings; newsletters and links on websites and Facebook pages.

**Hearing of Delegations**

None.

**Information & Discussion Items:**

11.1 **Administrative & Business Services:** None.

**Public Hearing:**

12.1 **Administrative & Business Services:** None.

12.2 **Educational Services:**

12.2.1 Receive Public Comments on the Preliminary Environmental Assessment (PEA) for Parcel 3, Kimball High School

Opened public hearing at 7:34 p.m.

No comments were made.

Closed public hearing at 7:35 p.m.

**Consent Items:**

**Action:** 13.1.6 as amended. Crandall, Guzman.

**Vote:** Yes-6; No-0; Absent-1(Lewis)

13.1 **Administrative & Business Services:**

13.1.1 Approve Accounts Payable Warrants (July-June, 2012-2013) (Separate Cover Item)

13.1.2 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

13.1.3 Approve Assembly, Service, Business and Food Vendors

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

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

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

13.1.7 Approve Payroll Reports (July-June 2012-2013) (Separate Cover Item)

13.1.8 Approve Revolving Cash Fund Reports (July-June, 2012-2013) (Separate Cover Item)

13.2 **Educational Services:**

- 13.2.1 Approve Agreement for Special Contract Services with Nancy Fetzer to Provide Five Full Days of Coaching in Reading and Writing Strategies to Jacobson, Villalovoz, and McKinley Elementary School Teachers, at Jacobson Elementary School on January 27-31, 2014
- 13.2.2 Ratify Agreement for Special Contract Services Between DataWORKS and Monte Vista Middle School to Provide Professional Staff Development Services in the Areas of Explicit Direct Instruction, Lesson Design and Coaching throughout the 2013-2014 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
- 13.3.3 Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for the 2013 Fall Season
- 13.3.4 Approve the Hire of AVID College Tutors for the 2013-2014 School Year

**Action Items:**

- 14.1 **Administrative & Business Services:** None.
- 14.1.1 Adopt Resolution #13-08, Recertifying the Appropriation "Gann" Limits for the 2012/13 School Year for Tracy Joint Unified School District  
**Action:** Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.1.2 Adopt Revised Board Policy and Administrative Regulation 1330.1 Facility Use (Separate Cover Item)  
**Action:** Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.1.3 Authorize the Approval of an Agreement with the City of Tracy for Funding related to the DARE Program  
**Action:** Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.1.4 Adopt Resolution #13-09, Pre-Tax Receivable Resolution for the 2013/14 School Year for Tracy Unified School District  
**Action:** As amended. Guzman, Crandall. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.1.5 Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.  
**Action:** Gouveia, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.1.6 Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Bond Oversight Committee Members to Serve Three Consecutive Two Year Terms (First Reading)  
**Action:** Costa, Crandall. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.1.7 Resolution 13-10 defines, authorizes, includes, and appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf  
**Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Lewis)
- 14.1.8 Approve the Unaudited Statement of Receipts and Expenditures for the 2012-2013 Fiscal Year (Separate Cover Item)

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

Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point reviewing the projected ending balance. He explained CSR and the formula that is used; math adoptions - the costs of paper versus digital; and the technology costs associated with implementing a digital adoption.

**14.2 Educational Services:**

**14.2.1** Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (Second Reading)

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

**14.2.2** Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment (Second Reading)

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

**14.2.3** Adopt Board Policy 5117, Interdistrict Attendance (Second Reading)

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

**14.2.4** Acknowledge Administrative Regulation 5117, Interdistrict Attendance (Second Reading)

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

**14.2.5** Adopt Board Policy 6164.6, Identification and Education under Section 504 (Second Reading)

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

**14.2.6** Acknowledge Revised Administrative Regulation 6164.6, Identification and Education under Section 504 (Second Reading)

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

**14.2.7** Adopt Resolution No. 13-06 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2013-2014 School Year and to Authorize Designated Personnel to Sign Contract Documents

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

**14.2.8** Adopt Board Policy 5118, Open Enrollment Act Transfers (Second Reading)

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

**14.2.9** Acknowledge Administrative Regulation 5118, Open Enrollment Act Transfers (Second Reading)

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

**14.2.10** Adopt Revised Board Policy 6158, Independent Study (Second Reading)

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

**14.2.11** Acknowledge Revised Administrative Regulation 6158, Independent Study (Second Reading)

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

**Board Reports:**

Trustee Costa attended the welcome back event and thanked the organizers and the amazing speaker. Her granddaughter enjoyed it and students were very impressed. Trustee Gouveia also attended the event. He felt the speaker was amazing and would love to see all students be able to attend his presentation. He also reported on the Parks Commission meeting. Some parks have cameras and they are using them to identify infractions that take place. They are also getting financial



assistance for people who cannot afford city programs. Last weekend he represented TUSD at the Mexican American Hall of Fame. The LGBT Youth Empowerment Summit is scheduled for September 21<sup>st</sup> at UOP. Trustee Guzman commented that TLC is doing a facilities study. Their programmatic review is in October. He also attended the Wayne Schneider Stadium dedication at Tracy High. The fireworks were great. He congratulated Jessica on her new position and thanked her for her hard work. Trustee Crandall congratulated Jessica on her new position. He also commented that digital technology and money will always be an issue for everyone and that we would miss the boat if we didn't jump on it soon. Tomorrow is the 12<sup>th</sup> anniversary of the attack on the US. Trustee Vaughn congratulated Jessica on her new position and thanked her for bringing our district to where it is and hopes we find something to continue her success. Trustee Silva felt this is a great opportunity for Jessica and we will miss her. We wish her all the best. He attended the Tracy High School dedication of the stadium and tips his hat to Bonny and crew for a great job. The community is very proud of what they've accomplished.

**Superintendent  
Report:**

Dr. Franco thanked the finance department staff for their hard work. He also commented that the facilities group has done a great job on the rebirth of Wayne Schneider Stadium. The district's speaker for the welcome back event, Manny Scott, was great. He thanked Trustees Costa and Gouveia for attending the event.

8:19 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 5, 2013  
**SUBJECT:** **Receive Report Regarding Special Education Programs**

**BACKGROUND:** Special Education in the Tracy Unified School District is a large department, serving over 1700 students with 120 certificated staff and approximately 200 classified staff. In the last two years, funding specific to Mental Health has been utilized to deliver specific services to children with mental health needs, as well as building a variety of highly necessary programs. The Special Education Department has also successfully navigated several program reviews as required by the California Department of Education, Special Education Division.

**RATIONALE:** With the infusion of Mental Health funding through AB 114, there has been a variety of positive changes in staffing and service provision for the District's students. The Special Education Leadership Team is excited about presenting the positive changes in Special Education that have occurred over the last two years. This request 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 #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** No funding is necessary for this report.

**RECOMMENDATION:** Receive Report Regarding Special Education Programs.

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



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** September 5, 2013  
**SUBJECT:** **Receive Report Crime Stoppers 24 – Hour Students Speaking Out Hotline**

**BACKGROUND:** Students Speaking Out provides students with a safe, informal, and anonymous system to give information about criminal activity, threats, or weapons, without fear of retaliation. If you have information about a crime committed at your school, or about threats of a crime or possible shooting. Call the 24-Hour Students Speaking Out Hotline at 209-831-4847 (iTip)

## How Does it Work?

If a student, parent, teacher or other school staff member, you can call with information about crimes in and around your school. No one will ask for your name, just for your information.

## What Sort of Crimes Should be Called and Reported?

Anything! Crime Stoppers are interested in any crime that happens in and around TUSD schools. Drugs, drinking, graffiti, vandalism, burglary, weapons, and gang activity are all crimes that affect student safety and ability to learn. Crime Stoppers are also interested in threats of violence, even if they are only rumors. Information you provide us can help make your school a better place.

## What Happens to the Information Given to Students Speaking Out?

When you call our Tip line, the information you provide is given to a police officer for investigation. The officer may get help from your school's police officer.

## What Happens if the Information Given is Wrong?

Can someone go to jail because of me? No. The information will be used as part of an investigation. No one is ever arrested based only on tip information.

## Is a Reward Given?

If a crime is solved, if a criminal is arrested, or if a weapon is confiscated because of a tip you gave to Students Speaking Out, you are eligible for a reward.

How Much is the Reward?

Rewards range from \$10 to \$1,000. The Students Speaking Out Board meets every month to decide the amount paid for each successful tip.

If Anonymous, How Do I Collect My Reward?

Every person who calls the Hotline is given a code number. If your tip leads to an arrest, confiscation of a weapon, or the solution of a crime, you will receive a reward. When you call Students Speaking Out and give your code number you will be told how to collect your reward – without ever giving your name!

➤ SPECIAL REWARD FOR INFORMATION ON GRAFFITI/TAGGINGS!

**RATIONALE:** Presentation of Crime Stoppers is given to the Board as we embark on a partnership with them in our Anti-Bullying Campaign. This partnership supports District Strategic Goal #3, Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** None.

**RECOMMENDATION:** Receive Report Crime Stoppers 24 – Hour Students Speaking Out Hotline.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 3, 2013  
**SUBJECT:** **Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District**

**BACKGROUND:** California Education Code 60119 (as amended by AB2211, Chapter 254, Statutes of 2010) and 5 CCR 9531 requires that the governing board hold an annual public hearing regarding the sufficiency of instructional materials encouraging the input of parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. The public hearing is held to determine whether “each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:”

- (i.) Mathematics
- (ii.) Science
- (iii.) History-Social Science
- (iv.) English/Language Arts, including the English Language Development component of an adopted program.

**RATIONALE:** The public hearing requirement is one component of the state audit guide. Failure to conduct the hearing may cause the District to lose a portion of its instructional materials funding, i.e., Instructional Materials Fund Realignment Program (IMFRP). This item 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.

**FUNDING:** No cost to the District. Failure to conduct a public hearing may result in loss of state textbook funds to the District.

**RECOMMENDATION:** Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District.

**Prepared by:** Dr. Debra Schneider, Director of Instructional Media Services and Curriculum



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 3, 2013  
**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:

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Tracy Future Farmers of America Foundation, Inc. in the amount of \$4,000.00 (ck. #1325). This donation will benefit the Tracy High School FFA.
2. Tracy Unified School District/Tracy High School: From Jostens Yearbooks, 2 HP Desktop computers and 2 Monitors for a total combined value of \$1803.58. This donation will be utilized by the students and teachers of Tracy High School's Yearbook class.

**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:** September 13, 2013  
**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: Charles Walker Inspection Services  
Site: Monte Vista Middle School – Tracy High School Baseball Fields – Barrier Netting  
Item: Agreement- Ratify  
Services: DSA Inspection Services of the Barrier Netting being installed for the Tracy High School ball fields at Monte Vista Middle School.  
Cost: \$3,500.00 Estimated  
Project Funding: Measure E Bond Funds

---



# EDUCATIONAL SERVICES MEMORANDUM

---

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 9, 2013  
**SUBJECT:** **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Jacobson Elementary School**

**BACKGROUND:** The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide an artist who will work with students at Jacobson Elementary School for a total of 23 classes. Students will learn basic art concepts and carry out various art projects.

**RATIONALE:** The San Joaquin County Office of Education, Artist-in-Residence Program will provide our students with an opportunity to learn and use language in a meaningful context. This instruction will also build on verbal skills and increase students' vocabulary. During their art instruction students will follow explicit directions like listening and using Tier 2 and Tier 3 academic vocabulary with added multi-sensory input. Tier 2 words are vocabulary words which cross over many curricular area, Tier 3 words are specific to the art curriculum. The prized finished art piece becomes a spring board for writing. The art process helps to promote reading skills such as paying attention to details, critical thinking, reasoning, and improving visual and special acuity. Art provides a vehicle for students to see the start to finish process and builds their overall confidence while increasing their academic vocabulary. This supports District Strategic Goal #1: Prepare all students for college and careers.

**FUNDING:** This contract is to be paid with TUSD District Categorical Funding. This contract will not exceed the amount of \$6,900.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Jacobson Elementary School.

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



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

MEMORANDUM OF UNDERSTANDING  
**(Jacobson/Inga & Christina)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Jacobson Elementary, for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Jacobson Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Jacobson Elementary to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, Inga Perry and Christina McCollam Martinez, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: October 4, 2013 <sup>SA 9.12.13</sup> and include the following dates See Calendar

Number of classes: (23) Inga eight classes, Christina fifteen classes 8-Week Sessions

Staff Contact at site: Principal Cindy Sasser 209-830-3315 csasser@tus.net

Artist Contact: Inga 825-7212 ingaperry@hotmail.com; Christina 603-9971 chrsmike@comcast.net

III. COMPENSATION

In consideration of the services provided, Jacobson Elementary will pay SJCOE the sum of \$6,900.00

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artist-in-Residence for a period of one year after this assignment expires.

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Cindy Sasser  
Jacobson Elementary  
1750 W. Kavanaugh, Tracy 95376  
9/13/13  
Date

Sandra Wendell  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS  
08-29-13  
Date

CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
Date

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education, 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: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide an artist who will work with students at Jacobson School for a total of 23 classes. Students will learn basic art concepts and carry out various art projects.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Eight Weekly Sessions ( ) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Jacobson 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 \$ 6,900.00 for the eight weekly sessions for 23 classrooms per HOUR/DAY/~~FLAT RATE~~ (circle one), not to exceed a total of \$6,900.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] **SHALL**; [ **X** ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] **MONTHLY PROGRESS BASIS**, [ **X** ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 4, 2013, and shall terminate on May 2, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Cindy Sasser at ( 209 ) 830-3315 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2013  
**SUBJECT:** **Ratify Contract with The Speech Pathology Group, Inc. for the 2013-2014 School Year**

**BACKGROUND:** Special Education students may require Language, Speech and Hearing (LSH) services as part of their Individual Education Plan (IEP). The District has not been able to hire a LSH specialist. In the past, the District has contracted with The Speech Pathology Group, Inc. when the District needed SLP coverage. We would like to contract with this company in order to continue providing Language, Speech & Hearing (LSH) services to the special education students in the Tracy Unified School District. Ratification is necessary so that services specified in the IEP can be provided in a compliant manner.

**RATIONALE:** A school district must provide designated instructional services in order for a child to benefit from his/her special education program. Speech therapy is a designated instructional service. This request 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 7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Expenses for this contract are billed at \$75 and \$80 per hour at 115+ hours per week. Total contract expenses will not exceed \$346,852.50.00 from July 1, 2013 through June 30, 2014. Nonpublic agency expenses are budgeted in account 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with The Speech Pathology Group, Inc. for the 2013-2014 School Year

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

**The Speech Pathology Group, Inc.**

2021 Ygnacio Valley Rd, C-103

Walnut Creek, CA 94598

Ph (925) 945-1474

Fx: (925) 945-1768

**AGREEMENT BETWEEN  
TRACY UNIFIED SCHOOL DISTRICT  
AND  
THE SPEECH PATHOLOGY GROUP, INC.**

THIS AGREEMENT is effective August 7, 2013 by and between the Tracy Unified School District (hereinafter "District") and The Speech Pathology Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

**1. Performance of Services:**

- a. Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
- b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. **Compensation & Terms for Payment:** Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than twenty (20) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. **Contract Term and Termination:** This Agreement will become effective on August 7, 2013. This Agreement will terminate upon the completion of the Services (as stated in addendum A) or when terminated as set forth below.

- a. Either party may terminate this Agreement at any time by giving forty-five (45) business days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's Director or Clinical Manager. *As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees.* The Contractor will inform its' employees of changes or cancellations to the contract. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

**DISTRICT**

Tracy Unified School District  
1875 West Lowell Ave.  
Tracy, CA 95376  
Phone: (209) 830-3270  
Fax: (209) 830-3274

**CONTRACTOR**

The Speech Pathology Group, Inc.  
2021 Ygnacio Valley Rd, C-103  
Walnut Creek, CA 94598  
Phone: (925) 945-1474  
Fax: (925) 945-1768  
**Tax ID#94-3290122**

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 45-day notice of termination. Contractor does request that employees provide a minimum of 45-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Therapist due to resignation of Contracted Therapist or Contracted Therapist is not able to provide services for any reason. However, Contractor will use all efforts to replace the Speech-Language Therapist, if one is available in the area.
  - a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
  - b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
  - c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.
6. **Management of Speech Pathology Group Staff:** Each employee of Contractor is assigned a Clinical Manager. The Clinical Manager is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Manager may make site visits and/or provide Service Coverage for a contracted therapist that is ill or may have excessive absences. Clinical Management services to be provided within contracted hours for assigned therapist as designated in Addendum A.
7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.
8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The California Speech-Language Pathology and Audiology Board, a division of the California Department of Consumer Affairs, maintains finger print clearance for all licensed therapists. If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Caseload Maximum:** Contractor agrees to a maximum caseload of 55 students for each full time therapist and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or



preschool. Combination caseloads will be prorated based on caseload roster provided by district. \*It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

10. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
11. **Indemnification:**
  - a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
  - b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.
12. **Ownership of Designs and Plans:** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
13. **Non-Compete:** During the term of this Agreement and for the immediate twelve calendar months following termination of this Agreement, Tracy Unified School District shall not hire, nor solicit for hire, either directly or indirectly, as an employee or contractor, any of the contractor's employees, independent contractors, agents or sub-contractor in the field of speech pathology who have rendered speech pathology services to the District/Facility on behalf of the Contractor. In addition, the District/Facility also agrees and warrants paying Contractor 50% of the therapist's annual income upon employment with the District/Facility should there be a breach in this section of the Agreement.
14. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be hand written.
15. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
16. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
17. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Time for Site Specific Trainings/Requirements:** District agrees to compensate Contractor, for time spent by Contractor's employee, for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required

procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendum A will require prior approval from District/Facility designee.

19. **List of Services to be Performed by Contractor:** Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

District will provide contracted therapist with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

20. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted services will be provided and caseload demands will be met, by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

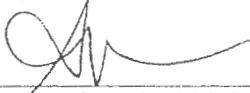
**DISTRICT**

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Susan Stark, M.S., CCC-SLP  
Director

  
\_\_\_\_\_  
Date

**Tracy Unified School District** **Addendum A** **As of: 8/19/2013**  
**2013-14**

**School Based Speech-Language Therapists**

SPG Therapist	Site	Dates of Service	Hours per Day	Days per Week	Hours per Week	# of Days	Notes	Rate	Total Contract
<b>ESY Services 2013</b>								<b>\$75/\$80</b>	
Soria, Jenn	TBD	6/10/13-7/10/13	5.5	5	27.5	22		\$75.00	9,075.00
Swirsky, Darlene	TBD	6/10/13-7/17/13	5.5	5	27.5	23	Vacation 6/29/13-7/7/13	\$75.00	9,487.50

<b>Fall/Spring School Based Services</b>							186	<b>\$75/\$80</b>	
Afshar, Chrissy	North Elem	8/7/13-5/30/14	8	5	40	186		\$80.00	119,040.00
Swirsky, Darlene	TBD	8/7/13-5/30/14	7.5	5	37.5	186		\$75.00	104,625.00
Soria, Jenn	TBD	8/7/13-5/30/14	7.5	5	37.5	186		\$75.00	104,625.00

Fall/Spring Projection: \$ 328,290.00  
**Total Fall/Spring Projection: \$ 328,290.00**

**Individual Service Agreements**

Student	Service	Dates	Site	Hours

23 The Speech Pathology Group, Inc. utilizes a Professional Work Week.  
 Contractor agrees to provide services within the contracted hours per week, as set forth above.  
 Daily hours may flex pending caseload requirements (i.e. IEP meetings, parent conferences, SST meetings, etc.).

Caseload requirements: For FT therapist, caseloads are not to exceed 55 students in a week.  
 Caseloads consisting of SH, AC, or Preschool students are not to exceed 40 students in a week.

\_\_\_\_\_  
 Susan Stark, M.S., CCC-SLP  
 Director  
 Date 8/19/13

\_\_\_\_\_  
 Name and Title  
 Tracy Unified School District  
 Date



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 13, 2013  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**CERTIFICATED MANAGEMENT RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	-----------------------	---------------

None

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	-----------------------	---------------

Baltazar, Anna RSP	WMS	9/9/13	Personal
-----------------------	-----	--------	----------

Maldonado, Adriana Spanish (.80 FTE)	KHS	9/13/13	Personal
---	-----	---------	----------

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	-----------------------	---------------

Cameron, Sheila Special Ed Para Ed I	Jacobson	9/6/13	Accepted a Special Ed Para position at Hirsch
---	----------	--------	---

Franco, Tina Food Service Worker	Hirsch	9/30/13	Personal
-------------------------------------	--------	---------	----------

Lopez, Benjamin Para Ed I (P.E.)	WMS	9/6/13	Personal
-------------------------------------	-----	--------	----------

Pautynsky-Loayza, Tanya Para Ed II	Stein	9/12/13	Personal
---------------------------------------	-------	---------	----------

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ramirez-Torres, Maria School Supervision Assist.	Villa	9/6/13	Personal
Rodriguez, Melinda Elementary Attendance Clerk	S/WP	9/13/13	Accepted the H.S. Administrative Secretary position at WHS

**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:** September 13, 2013  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Draper, Angela

Hoffmann, Jennifer

Irizarry, Anthony

Mann, Erin

Milner, Lura

**CERTIFICATED**

SDC 6<sup>th</sup> – 8<sup>th</sup> Teacher (Replacement)  
Williams Middle School  
Class VI, Step 1, “B”  
\$46,355.10  
Funding: Restricted Funds

Spanish .80 FTE (Replacement)  
Kimball High School  
Class I, Step 1, “A”  
\$28,517.48  
Funding: General Funds

SDC/RSP Mild/Moderate (Intern)(New)  
Kimball High School  
Class I, Step 1, “A”  
\$37,259.56  
Funding; Restricted Funds

SDC/RSP Social Science (Intern)(Replacement)  
West High School  
Class III, Step 1, “A”  
\$40,357.35  
Funding: Restricted Funds

RSP (Replacement)  
Williams Middle School  
Class I, Step 1, “A”  
\$38,438.66  
Funding: Restricted Funds

**BACKGROUND:**

Hemmingson, Sandi

**CLASSIFIED/CONFIDENTIAL  
MANAGEMENT**

Personnel Technician-Live Scan Operator  
(Replacement)  
Human Resources/DEC  
Range LMH 10, Step C - \$22.85 per hour  
8 hours per day  
Funding: General Fund

**BACKGROUND:**

Cameron, Sheila

**CLASSIFIED**

Special Education Para Educator I (New)  
\*Filled by current TUSD employee  
Hirsch Elementary School  
Range 24, Step E - \$15.07 per hour  
6 hours per day  
Funding: Special Education

Rodriguez, Melinda

High School Administrative Secretary  
(Replacement)  
\*Filled by current TUSD employee  
West High School  
Range 32, Step E - \$18.15 per hour  
8 hours per day  
Funding: General Fund

Timmons, Kelsey

STEPS Early Childhood Development  
Site Supervisor (Replacement)  
Stein High School  
Range 36, Step C - \$18.15 per hour  
8 hours per day  
Funding: General Fund

**BACKGROUND:**

Sullivan, Kelly

**COACHES**

Girls Tennis  
Kimball High School  
Stipend: \$3,245.36

**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:** September 10, 2013  
**SUBJECT:** **Ratify Agreement for Special Contract Services with Arcadia Home Care and Staffing to Provide Nurses for Needed Nursing Services**

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

**RATIONALE:** The District needs to continue to utilize the services of RN's and LVN's to continue to provide services for students. This agenda item needs to be ratified due to nursing services that are needed prior to this Board Meeting.

This agenda item meets Strategic Goals #6: Develop and support a high performing workforce.

**FUNDING:** The costs for these services are one-on-one LVN rate of \$40, and/or RN rate of \$54, and an RN with a BSN, (for the purposes of potential school nurse credential), rate of \$58 per hour. These are the total costs paid to the agency. The contract is not to exceed \$650,000. Funds to cover the cost of these nursing services will be provided from unrestricted general funds.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with Arcadia Home Care and Staffing to Provide Nurses for Needed Nursing Services

**Prepared by:** Cynthia Edmiston, Coordinator of Health Services



Tracy Unified School District  
1875 W. Lowell Avenue, Tracy California 95376-4095

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Arcadia Home Care and Staffing, dba @ Arcadia Home Care and Staffing, hereinafter referred to as "Contractor" is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services, and perform other nursing duties as required.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of ( 8 ) HOURS/DAY, under the terms of this agreement at the following location: Health Services Department, 1945 W. Lowell Avenue, Tracy, CA 95376, and at various K-12 school sites as required.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay LVN rate of \$40, 1-on-1 LVN rate of \$40, and/or RN rate of \$54, and an RN with a BSN, (for the purposes of potential school nurse credential), rate of \$58 per HOUR, not to exceed a total of \$650,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.  
District  SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: Livescan fingerprinting, mileage, meals, and lodging.  
Reimbursement of expenses shall not exceed \$0 for the term of this agreement.  
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 "Invoice of Non-Employee Consultant Services".  
The term of this agreement shall commence on September 4, 2013, and shall terminate on September 5, 2014.
4. This agreement may be terminated at any time during the term by either party upon one (1) days written notice.
5. Contractor shall contact the District's designee, Cindy Edmiston at (209) 830-3241, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
6. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

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

**Worker Comp:**

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

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

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

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

8. Contractor agrees to hold harmless and to indemnify district for:  
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
10. 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.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses

thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

Charles to sign  
Consultant Signature (1)

Tracy Unified School District

38-2186866

Social Security Number or TIN number (2)

Date

09/04/2013

Date

Title

Affiliate Owner

Title

Account Number to be charged

4561 Quail Lakes Dr. Ste B2  
Address

Department/Site Approval

Stockton, CA 95207  
City/State/Zip

Budget Approval

(209) 477-9480  
Phone Number

Date Approved by the Board

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

Agreement for Special Contract Services.doc Aug 2013 NK



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/6/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Briceland Agency, Inc. 6633 Main Street Williamsville NY 14221-5996	CONTACT NAME: Briceland Agency Inc	
	PHONE (A/C No, Ext): 716-631-8800 FAX (A/C, No): 716-631-2848	
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: ARCAD-4	
INSURED Arcadia Services Inc, etal 20750 Civic Center Dr suite 100 Southfield MI 48076	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Interstate Fire & Casualty Co.	
	INSURER B: Sentinel Insurance Company	
	INSURER C: Cypress Insurance Company	
	INSURER D: Berkshire Hathaway Homestate	
	INSURER E: Hiscox Insurance Co.	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1958427903 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	GLI-160841-01	5/1/2013	5/1/2014	EACH OCCURRENCE \$1,000,000
	X COMMERCIAL GENERAL LIABILITY		ASC-1002709-01	5/1/2013	5/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$5,000
	X Prof/SexAc/Mol					PERSONAL & ADV INJURY \$1,000,000
	\$1M/\$3M limit					GENERAL AGGREGATE \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$1,000,000
	X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					Deductible \$100,000
B	AUTOMOBILE LIABILITY	N	01UECKP8606	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accidnt) \$1,000,000
	X ANY AUTO		GLI-160841-01	5/1/2013	5/1/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accidnt) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accidnt) \$
	X HIRED AUTOS					\$
	X NON-OWNED AUTOS					\$
A	UMBRELLA LIAB	X	XSP 1100468-01	5/1/2013	5/1/2014	EACH OCCURRENCE \$10,000,000
	X EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$10,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	3300061384-131	5/1/2013	5/1/2014	X WC STATUTORY LIMITS X OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MIN001216	5/1/2013	5/1/2014	E.L EACH ACCIDENT \$1,000,000
						E.L DISEASE - EA EMPLOYEE \$1,000,000
						E.L DISEASE - POLICY LIMIT \$1,000,000
E	Crime	N	UC21267591.13	5/1/2013	5/1/2014	\$1,000,000
B	Property	N	01SBAAU8757	5/1/2013	5/1/2014	\$1,539,500

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Tracy Unified School District, its officers, officials, employees, agents and volunteers are named as Additional Insured with respect to General Liability while conducting business by the above captioned insured on school property if required by written contract per policy terms, conditions and exclusions.

CERTIFICATE HOLDER  Tracy Unified School District 1875 West Lowell Avenue Tracy CA 95376	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

POLICY NUMBER: GLI 1601841 01

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

**Blanket Additional Insured Endorsement**

In consideration of the premium charged, it is hereby agreed that all entities or persons with which you have in place during the policy period, a written agreement to provide Additional Insured status are included as Additional Insured(s) under this policy, but only as respects claims arising out of the sole negligence of the individual or entity specified in the WHO IS AN INSURED section of the policy.

A person's or organization's status as an Additional Insured under this endorsement ends when your agreement to provide such status terminates.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

DME-0002 (11/95)elec.aps

POLICY NUMBER: ASC 1002709-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - INDEPENDENT CONTRACTOR ENDORSEMENT

This endorsement modifies insurance provided under the following:

**MEDICAL FACILITIES PROFESSIONAL LIABILITY CLAIMS-MADE INSURANCE POLICY**

Any independent contractor under contract with the Named Insured to perform services on a fee-for-services basis is an additional insured, but solely with respect to Professional Services performed within the scope of the duties of their profession while acting under the direction and control of the Named Insured and on behalf of the Named Insured.

However, the coverage provided by this endorsement does not apply to any person or entity contracted to perform services as a physician, surgeon, dentist, nurse anesthetist, nurse midwife, chiropractor, podiatrist, osteopath, psychiatrist, radiation therapist, attorney, accountant, financial advisor, investment consultant, or real estate or insurance agent or broker.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



# HUMAN RESOURCES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 16, 2013  
**SUBJECT:** **Ratify Agreement for Special Contract Services for Rich Tanner to Provide Tutoring Services for West High School Freshman Football Players for the 2013-2014 Fall Season**

**BACKGROUND:** West High School teacher, Rich Tanner will supervise and tutor freshman football students in all academic subject areas on Tuesdays from 3:10 p.m. to 4:10 p.m. His duties will include tracking players' academic progress, assisting them to complete various class assignments and ensure that they turn assignments in on time. Mr. Tanner will track the weekly progress reports that freshman players are required to submit to the freshman football coach.

**RATIONALE:** Freshman students have difficulty passing their courses as they transition to high school. Specifically, football athletes have an increased difficulty learning how to balance homework and their demanding practice schedule. Per the Contract for Special Services Agreement, Mr. Tanner will be paid \$20 per hour for a total of ten hours at the completion of his assignment. In addition to assisting with the academic needs of the freshmen football athletes, Mr. Tanner's oversight of the freshman football athletes will help West High meet WASC goal #2: Improvement in the pass grade of 9<sup>th</sup> grade students. The grades of the freshman football players were reviewed after the first few weeks of school, and it was determined that additional support was needed. Therefore, this agenda item needs to be ratified as the tutoring services needed to begin prior to this Board Meeting.

This meets 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:** Expenses for the tutoring services will be paid by the District and reimbursed by the West High School ASB account. Expenses will not exceed \$200.00 for the 2013-2014 fall season.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Rich Tanner to Provide Tutoring Services for West High School Freshman Football Players for the 2013-2014 Fall Season

**PREPARED BY:** Troy Brown, Principal - West 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 Rich Tanner, 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:

Mr. Tanner will supervise students in all academic subject areas 3:10 to 4:10 p.m. every Tuesday. His duties are to follow freshmen football players academic progress and help them to facilitate completion of various assignments by making sure they arrive to tutoring, seek extra help from their teachers, turn assignments in on time & generally keep up in class

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 10 ( )  HOURS  DAY(s), under the terms of this agreement at the following location West High

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

- a. District shall pay \$ 20.00 per  HOUR  DAY  FLAT RATE, not to exceed a total of \$ 200.00. 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 \$ n/a 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 September 4, 2013, and shall terminate on November 5, 2013.

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, Shannon Bancroft at (209) 830-3370 x 3016 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)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
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.



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** September 12, 2013  
**SUBJECT:** Award Land Mobile Radio Contract to BearCom Wireless for Implementation of Emergency Response Walkie Talkie Equipment

**Background:** Until June 30, 2013, Tracy Unified School District used the Push to Talk (PTT) function of Sprint/Nextel cell phones as the primary method of communications during emergency response events. However, on that date, the IDEN network that supported the Sprint/Nextel PTT system was removed from the marketplace.

In search of a replacement technology, District staff tested other PTT units from AT&T and Verizon and found that Verizon phones performed better in our area than did the AT&T option, but neither worked as well as the Nextel devices used in past years. Finding nothing comparable in the marketplace, and as a temporary safety measure only, the district purchased 330 Verizon Wireless handsets for use throughout the district, at sites, and in the Transportation Department. While those handsets appear to work at a rudimentary level, it was clear from the beginning they would not be adequate to support emergency response communications during a large scale emergency. For example, no more than 50 persons can be on a single group at one time, therefore, communications with the 80+ bus drivers is impossible without transmitting to multiple groups, communications across schools or across the district could not be effectively conducted in an emergency.

**Rationale:** For a permanent solution, staff conducted a Request for Proposals (RFP) for Land Mobile Radios (LMRs), which are essentially, high quality walkie-talkies which can transmit over various channels and over various distances. The planned purchase will include installation of a number of repeater antennas to ensure adequate coverage across the district.

During the summer months, 88 units were purchased for the transportation department. Those units are not yet fully installed nor being used to their full capability. Purchase of the remaining 225 devices has not been completed. Proposals were received on Wednesday, September 4<sup>th</sup>.

The LMR RFP Review Committee ranked proposals in the following order:

1. BearCom Wireless
2. Delta Wireless
3. Day Wireless

Further research is being conducted on the different options, and staff will make a recommendation for selecting a vendor by separate cover.

**Funding:** Implementation of the LMR system is expected to cost \$163,872.

**Recommendation:** Award Land Mobile Radio Contract to BearCom Wireless for Implementation of Emergency Response Walkie Talkie Equipment



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 3, 2013  
**SUBJECT:** Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Bond Oversight Committee Members to Serve Three Consecutive Two Year Terms (Second Reading)

**BACKGROUND:** Assembly Bill No. 1199 (AB-1199), chapter 73 amended Section 15282 of the Education Code, relating to school bonds. The bill extends the term of committee member appointments by one term to enable oversight committee members to serve six years instead of four. Prior law required that members of a citizens' oversight committees serve for a term of 2 years and *for no more than 2 consecutive terms*. The amendment provides that members of a citizens' oversight committee serve for a minimum term of 2 years and *for no more than 3 consecutive terms*. A local governing board is not required to appoint individuals to three terms, but this bill alleviates the need for districts to pursue waivers from the State Board of Education (SBE) to waive the term limit of members of local citizens' oversight committees to serve an additional term. The predominant reason that districts sought waivers from the SBE stem from the inability to find qualified individuals interested in serving on the committees and the need for continuity.

**RATIONALE:** As with elsewhere in the state, interest in filling citizens' bond oversight committee positions have waned over the years and it has become increasing difficult to fill the committee positions. Adopting this revised policy and adopting the revised committee bylaws will allow members of the citizens' bond oversight committees to serve a total of six consecutive years rather than the current four consecutive years. Also, the author of AB-1199 states, "School construction projects can take five years or longer. Enabling oversight committee members the ability to oversee projects from beginning to end enhances accountability of local dollars, as envisioned by the authors of Proposition 39."

**FUNDING:** No funding implications

**RECOMMENDATIONS:** Adopt Revised Board Policy 7215 (a) and Adopt Revised Citizens' Bond Oversight Committee Bylaws, to Allow Bond Oversight Committee Members to Serve Three Consecutive Two Year Terms (Second Reading)

**Prepared by:** Bonny Carter, Director of Facilities & Planning

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

**I. Adoption of Policy and Regulations – Legal Authority**

- 1.1 This Citizens' Oversight Committee Policy and regulations is adopted by the Board of Trustees ("Board") of the Tracy Unified School District ("District") pursuant to the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (hereinafter the "Law") and pursuant to Education Code Section 35160.

**II. Background**

- 2.1 On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act (School Facilities: 55% Local Vote, Bonds, Taxes; Accountability Requirements). The text of Proposition 39 includes various accountability requirements including requirements for certain types of audits. In an effort to increase voter acceptance for Proposition 39, the California Legislature passed, and Governor Davis signed, Assembly Bill 1908 ("AB 1908"), which provides additional requirements relative to school district general obligation bond elections conducted pursuant to Proposition 39. Those requirements include provisions requiring school districts which are successful in Proposition 39 bond elections to establish and appoint a Citizens Oversight Committee, as required by the Law (as put into place pursuant to AB 1908). This Policy and Regulations are adopted to comply with the Law and to provide guidance as to the Committee and related matters.

**III. Definitions**

- 3.1 Unless the context clearly requires otherwise, or a term is differently defined within this Policy and Regulations, the terms defined in the Section III shall, for all purposes of this Policy and Regulations, have the meanings(s) herein specified.

**"AB 1908"** means Assembly Bill 1908 of the California 2000 Legislative Session, being Chapter 44 of Statutes of 2000.

**"Board"** means the Board of Trustees of the District.

**GENERAL OBLIGATION BONDS  
Citizen’s Oversight Committee Policy and Regulations**

“**Bonds**” means the general obligation bonds of the District as authorized by the voters and issued pursuant to State law.

“**Committee**” means the Citizens’ Oversight Committee formed and appointed by the Board of the District pursuant to the requirements of the Law, and this Policy and Regulations.

“**District**” means the Tracy Unified School District.

“**Law**” means Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (being Education Code Sections 15278 *et seq.*)

“**Proposition 39**” means Proposition 39, the smaller classes, safe schools and Financial Accountability Act (school facilities; 55% local vote, bonds, taxes, accountability requirements) as approved by the California electorate on November 7, 2000.

**IV Establishment of Committee.**

4.1 The Committee shall be established upon the certification of successful election results of a Proposition 39 bond election by the Board subject to the purpose, parameters, policies and regulations set forth in California Law and herein.

**V. Purpose of Committee.**

5.1 Statutory Purpose. The purpose of the Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of the bond proceeds. In carrying out this purpose the Committee shall:

- (a) Actively review and report on the proper expenditure of taxpayers’ money for school construction;
- (b) Advise the public as to whether the District is in compliance with the requirements of Article XIII A, Section 1 (b)(3) of the California Constitution, which provides that;
  - i. Bond funds are expended only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

- school facilities, or the acquisition or lease of real property for school facilities;
- ii. No bond funds are used for any teacher or administrative salaries or other school operating expenses;
- iii. A list of projects to be funded was included on the ballot;
- iv. An annual independent performance audit is performed; and
- v. An annual independent financial audit is performed.

5.2 The Committee shall have only those powers expressly stated in, or directly required by, State law and this Policy and Regulations.

**VI Committee Composition.**

6.1

- (a) The Committee shall consist of at least seven (7) members, subject to the provisions of Section 7.1(c) hereof.
- (b) The Committee may not include any employee or official of the District or any vendor, contractor, or consultant of the District.
- (c) The Committee shall include all of the following.
  - i. One member who is active in a business organization representing the business community located within the District.
  - ii. One member who is active in a senior citizen's organization;
  - iii. One member who is active in a bona fide taxpayer association;
  - iv. One member shall be the parent or guardian of a child enrolled in the District; and
  - v. One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent-Group, Parent Club, Parent Teacher Association or school site council.
  - vi. One member has been or is actively involved in the business of agriculture.

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

**VII Committee Appointments, Term, Officers, and Vacancies**

7.1 Appointments

- (a) The initial members of the Committee shall be appointed by the Board within sixty (60) days of the date of the canvass of election results by the Board as required by the Law.
- (b) The Board may solicit applications, or provide for an application process, for appointment to the Committee in such manner as the Board shall direct. The Board may require candidates for membership on the Committee to submit information either on a stated form or to include informational criteria in a manner as may be established by the Board. Notwithstanding Section 4.1 hereof, the Board may, in its discretion, solicit applications for membership to the Committee in advance of an actual Proposition 39 general obligation bond election date as may be necessary or desirable to have adequate applicants to fill all of the required positions on the Committee and to have adequate time in which to fully and completely consider all of the applicants and their corresponding information. The solicitation of applicant information shall not require the formation of the Committee if the bond election in question is not successful.
- (c) In making its appointment, the Board shall satisfy the necessary statutory membership requirements on the Committee as set forth in Section 6.1 (c), hereof. In making its appointments to the Committee the Board may, in its discretion, consider various factors applicable to each candidate, including, but not limited to, (i) residency within the boundaries of the District, (ii) whether the candidate is a registered voter within the District, and (iii) the professional and educational background of any prospective Committee member, which may include experience in construction, property, facilities management and/or finance matters or other factors which tend to support or complement the purposes of the Committee. The Committee shall initially have seven (7) members; however, the Board retains the right to appoint additional members to the Committee provided that the Committee shall always have an odd number of members. In the event that the Law is amended to require a different or greater number of Committee members, the



**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

Board shall, within the time set by California law, take action to appoint appropriate Committee members as shall be required.

- (d) Any appointee to the Committee shall be required to comply with the requirements and limitations of Section 8.3 hereof.
- (e) If it is determined that if there are multiple qualified candidates beyond the number of existing vacancies, the Board may identify four alternates who can be used to fill vacancies that occur during the subsequent twelve (12) months provided that the action is compliant with sections 7.1(c), 7.2, and 7.3(b). The alternate list shall not exceed four (4) members.
- (f) Alternate Committee Members shall serve 1 year renewable terms, with no limitation on consecutive terms. Alternate members shall be full participants in the oversight process, but shall be non-voting members. However, should a quorum which consist of (4) voting members not be present at a meeting of the committee, the non-voting member shall be recognized as voting members and shall vote in order to create a quorum. Vacancy of an alternate seat shall be determined in accordance with section 7.3, including requirements to attend regularly scheduled meetings.
- (g) Appointees must submit to be fingerprinted and screened through the California Department of Justice to ensure no felony convictions are on record.

7.2 Term

- (a) Each member of the Committee shall serve for a term not to exceed two years. Three Committee members shall be designated as "one year" and four Committee members shall be designated as "two year" term members. No member of the Committee shall serve more than ~~two (2)~~ **three (3)** consecutive terms. A member of the Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of a Committee member shall end upon the completion of their initial term or subsequent two-year term or, in the event that a vacancy for that Committee member's position is determined by the Board as set forth in this Policy and Regulations, until such vacancy in determined.

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30<sup>th</sup> of the appropriate term-year as described in paragraph 7.2.a above.

## 7.3

Officers

- (a) The Committee shall elect a chair, a vice-chair who shall act as chair only when the chair is absent, and a secretary, which positions shall continue for a one (1) year term. Elections shall be conducted during the first regularly scheduled meeting of each fiscal year. There shall be no limitation to the number of consecutive terms which an officer may serve.
- (b) The Chair of the Committee shall preside at all meetings of the committee, maintain order, rule on parliamentary procedure, consult with the superintendent or designee on preparation of the committee agendas, confer with the superintendent or designee on crucial matters which may occur between committee meetings, enforce the rules of the committee at all meetings, and sign all official reports from the committee.
- a. In case of the resignation, absence, or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. In case of the absence of the Vice-President, the Secretary shall perform all duties of the Chair.
- (c) The Vice-Chair of the Committee shall assume the duties of the Chair in the case of his/her resignation, absence, or disability. He or she will assist the Chair in planning, organizing, and directing activities. He or she will also act as interim spokesperson when the Secretary is not available, and has the responsibility of ensuring the publication of each scheduled meeting.
- (d) The Secretary shall be the chief spokesperson of the Oversight Committee and act as liaison to the news media and the community. The spokesperson is primarily responsible for providing current information to the public and his or her statements should reflect either the consensus or the majority and minority opinions of the committee membership.

## 7.4

Vacancies

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

- (a) Determination of Vacancy. The Board may determine that a Committee member's seat on the Committee has become vacant under any of the following circumstances;
- a. Resignation of that Committee member submitted in writing to the Board (which shall be effective upon its receipt by the Board);
  - b. Death, or a legal determination of the incapacity of that Committee member.
  - c. The Committee member relocates their principal place of residence to a location outside the boundaries of the District.
  - d. Conviction of a violation of Government Code Section 1090 *et seq.* or other applicable conflict of interest laws (see Section 8.3)
  - e. Conviction of any crime resulting in imprisonment or conviction of a felony involving moral turpitude;
  - f. The election or appointment of that Committee member to a public office which is deemed or determined to be an incompatible public office with simultaneous membership on the Committee (see Section 8.3 hereof);
  - g. If a committee member is absent from two (2) or more consecutive regularly scheduled Committee meetings, the school board may determine the position has been vacated; and/or
  - h. In the case of a Committee member who represented one (1) of the six (6) groups set forth in 6.1 (c) hereof, where that member ceases to be a member or a representative of the identified group and does not resume or restore such status within sixty (60) days of such occurrence.
- (b) Attendance
- A. Committee members shall attend all regular business meetings of the Citizen's Oversight Committee.
  - B. If a committee member has two or more unexcused absences for regularly scheduled committee meetings, the School Board may declare that position vacated.
  - C. To be excused from any regularly scheduled committee meeting, the committee member shall notify the Oversight Committee Chairperson at least 48 hours prior to the meeting. However, if the member is unable to attend any regular meeting due to illness, injury or emergency, that same member shall notify the Oversight Committee Chairperson of the emergency within 48 hours after the

**GENERAL OBLIGATION BONDS**

**Citizen's Oversight Committee Policy and Regulations**

regularly scheduled meeting. This notification shall also constitute an excuse.

- (ii) The District, on behalf of the Board, shall give at least ten (10) days prior written notice of the intent to determine a vacancy on the Committee prior to taking action thereon, and the reasons thereof, which notice shall be mailed, by United States mail first class postage prepaid, to the last known address of the Committee member in question and to the chairperson or president of the Committee. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board.
- (b) In the event a vacancy is determined, such Committee position shall remain vacant until the Board appoints a new Committee member for that position. Following the determination of the vacancy on the Committee the Board shall follow the procedures set forth in Section 7.1 hereof to fill such vacancy within a reasonable period of time. The power to fill vacancies on the Committee is expressly reserved to the Board.
- (c) In making appointments to fill vacancies as set forth in this Section VII, the Board shall make appointments such that the five (5) representative groups, as set forth in Section 6.1 (c) hereof, shall be maintained.

**VIII Service on Committee.**

- 8.1 Service Without Compensation. As set forth in the Law, members of the Committee shall serve without compensation.
- 8.2 Non-Liability for District Debts. The private and personal property of the Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Committee, and no Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Committee except where expressly set forth in California law.
- 8.3 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Committee shall not be, or have, any financial interest in the matters which they review.

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

- (a) All members of the Committee, as a condition of membership on the Committee, may be requested to sign a certification declaring that such Committee appointee has no conflict of interest as to the issues which shall be before the Committee.
- (b) All members of the Committee shall expressly be subject to the limitations and requirement of Article 4 of Division 4 of Title I of the California Government Code, being Government Code Sections 1090, *et seq.*
- (c) All members of the Committee shall expressly be subject to the limitations and requirements of Article 4.7 of Division 4 of Title I of the California Government Code. Being Government Code Sections 1125, *et seq.*
- (d) All Committee members shall submit required Statements of Economic Interests, including filing annual Statements of economic Interests, pursuant to the District's current Conflict of Interest Code and California Government Code Sections 81008. All Committee members shall be required to report at a minimum under Disclosure Category II. All such Statements of Economic Interests shall be filed with the District and shall be available for public review as required by California Government Code Section 81000. *et seq.* All members of the Committee shall be furnished with a copy of the District's current Conflict of Interest Code upon their taking office as Committee members. Additionally, all persons appointed to the Committee shall be provided with a copy of this Policy and Regulations and any amendments thereto.

**IX. Committee Activities and Meetings.**

- 9.1 Activities of the Committee. The Committee may engage in any of the following activities in furtherance of its purpose:
- (a) Receive and review copies of the annual performance audit (as prepared pursuant to the requirements of Proposition 39);
  - (b) Receive and review copies of the annual financial audit (as prepared pursuant to the requirements of Proposition 30);
  - (c) Inspect school facilities and grounds to ensure that bond funds are expended for the purpose set forth in the bond measure approved by the voters;
  - (d) Receive and review copies of any deferred maintenance proposal or plans developed by the District;
  - (e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to:

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

- (i) Mechanisms designed to reduce the cost of professional fees;
  - (ii) Mechanisms designed to reduce the costs of site preparation;
  - (iii) Recommendations regarding the joint use of core facilities;
  - (iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design; and
  - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
- (f) The Committee shall issue regular reports of the results of its activities. The Committee must issue at least one report each year.

9.2 Construction of Agenda. The superintendent or his designee, in cooperation with the Chair of the Committee, shall prepare an agenda for each regular meeting. Any committee member may contact the Superintendent or the Chair and request any item directly related to Committee business be placed on the agenda no later than five week days prior to the legally required public posting of the agenda.

- (a) The superintendent and the chair shall jointly determine if the item is or is not a matter directly related to Committee business.
- (b) The Committee may place limitations on the total time to be devoted to the matter at any meeting, and may limit the time allowed for any one person to speak on the matter at the meeting.
- (c) This provision does not prevent the board from taking testimony at regular meetings on matters which are not on the agenda which a member of the public may wish to bring before the Committee, but the Committee may take no action on such matters at that meeting.

9.3 Brown Act Compliance: Public Records.

- (a) Regular meeting dates, time, and place shall be established by the Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Sections 54950 *et seq.*) and applicable District posting procedures. All Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act. The Committee may adopt rules and regulations guidelines or similar procedures as may be necessary or desirable in order to comply with the requirements of the Ralph M. Brown Act.
- (d) All documents received by the Committee, Committee minutes and reports issued by the Committee shall be a matter of public record.

**GENERAL OBLIGATION BONDS**  
**Citizen's Oversight Committee Policy and Regulations**

**X. Technical and Administrative Support.**

- 10.1 Statutory Requirement. The Board of the District, without any use of Bond funds, shall provide the Committee with:
- (a) Any necessary technical assistance and administrative assistance in furtherance of the Committee's purpose; and
  - (b) Sufficient resources to publicize the conclusions of the Committee (including establishing, operating and updating the Committee Internet Website).
- 10.2 Administrative Support. Administrative support provided by District staff to the Committee shall include all of the following:
- (a) Preparing, mailing and posting agendas for meetings of the Committee in compliance with the Ralph M. Brown Act;
  - (b) Preparing and submitting documents (including agenda materials) to the Committee members and to members of the public in compliance with the Ralph M. Brown Act;
  - (c) Arranging for meeting locations and preparing meeting facilities for scheduled meetings of the Committee;
  - (d) The taking, transcribing, providing and maintaining of minutes of the Committee meetings which minutes shall, at a minimum, include an identification of all Committee members present and absent at any meeting of the Committee and a statement of the vote on each issue of business directed, determined or set out by the Committee; and
  - (e) Maintaining Committee records and responding to public records act requests directed to the Committee which public records act requests and responses shall be handled according to the same procedures as are applicable to the District under its public records act policy.

District staff shall provide the following technical support to the Committee:

- (a) Arranging tours and inspections of school facilities and grounds as may be reasonably scheduled by the Committee as set forth in Section 9.1(c) above.
- (b) Providing audits, and written reports as provided for in Section 9.1 above, and providing, operating, maintaining and updating the Committee Internet Website as set forth in Section 10.3, hereof.
- (c) The District shall, in compliance with Section 10.1 hereof, provide sufficient administrative support and technical resources to conform

**GENERAL OBLIGATION BONDS****Citizen's Oversight Committee Policy and Regulations**

with the directives and requirements set forth in the Law and within this Policy and Regulations. In covering such costs, the District shall cover such costs as are reasonably necessary or required under California law and this Policy and Regulations in furtherance of the Committee's express purpose. In the event of a question relating to whether an expense of the Committee is reasonably necessary, such determination shall lie within the purview of the Superintendent of the District, who shall have the responsibility to provide a final determination on approval of such cost(s).

- 10.3 Committee Internet Website Education Code Section 15280(b) requires that certain documents relating to the Committee be made available on an Internet Website maintained by the District. The cost to operate, maintain and update the Committee Internet Website shall be the responsibility of the District. The Committee Internet Website may be included within an existing Website operated by the District or may be operated separately. The following documents and information shall appear on the Committee Internet Website and shall be updated from time to time:
- (a) Minutes of Committee meetings;
  - (b) Reports issued by the Committee; and
  - (c) Documents received by the Committee.
- 10.4 Presentation of Reports. Reports, including the annual report of the Committee, and recommendations of the Committee shall be presented to the Board. Committee recommendations for specific actions shall be forwarded to the Board and such District staff members as such recommendations shall concern.

**XI. Disbanding of Committee; Records.**

- 11.1 The Committee shall be disbanded at the end of the fiscal year in which:
- (a) All Proposition 39 bond proceeds and earnings thereon have been expended;
  - (b) The Committee has issued its final annual report as required under Section 9.1(f) above; and
  - (c) The Committee has completed and conducted its final meeting which shall be scheduled after notice of 11.1(a) hereof occurs.
- 11.2 In the event that the Committee is disbanded and the District succeeds in a later bond election where the provisions of Proposition 39 and the Law are applicable, the Board may, depending upon the passage of time, either



**GENERAL OBLIGATION BONDS**

**Citizen's Oversight Committee Policy and Regulations**

reconstitute the last seated Committee or appoint new Committee members. Such determination shall be in the sole and absolute discretion of the Board.

- 11.3 All records of the Committee shall be kept by the District (pursuant to its records retention policy) for a period of at least two (2) years after the disbanding of the Committee as provided for herein.

**XII. Amendment of Policy and Regulations.**

- 12.1 The Policy and Regulations set forth herein shall be subject to such later and further amendments and modifications by the Board as may be required by State law or may be reasonably necessary in fulfilling the purpose of the Committee or in the efficient administering of the business of the Committee.

**XIII. POWERS RESERVED TO THE GOVERNING BOARD**

- 13.1 In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds for approved bond projects:
  - (b) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, CFD Bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.
  - (c) The establishment of priorities and order of construction for the bond projects shall be made by the Governing Board of the District at its sole discretion.
  - (d) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board is at its sole discretion.
  - (e) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board is at its sole discretion and the Board shall report to the Committee on any cost saving techniques considered or adopted by the Board.
  - (f) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee shall be the responsibility of the Governing Board

**GENERAL OBLIGATION BONDS**

**Citizen's Oversight Committee Policy and Regulations**

- (g) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Proposition 39 and included herein shall be the responsibility of the Governing Board.
- (h) The allocation of State School Building Program grant funds to projects in the order and in an amount determined by the Board is at its sole discretion.
- (i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations is at the sole discretion of the Governing Board.
- (j) The amendment or modification of the Procedures, Policies & Guidelines for the Committee as provided herein shall be the responsibility of the Governing Board, subject to the legal requirements of Proposition 39.
- (k) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted by the Governing Board is at its sole discretion as part of carrying out the Board's function under Proposition 39.
- (l) Amendment of Policy and Regulations.

**Adopted: 10/22/02**

**Revised: 04/24/07**

# CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

## I. Adoption of Policy and Regulations – Legal Authority

- 1.1 This Citizens' Oversight Committee Policy and regulations is adopted by the Board of Trustees ("Board") of the Tracy Unified School District ("District") pursuant to the provisions and requirements of Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (hereinafter the "Law") and pursuant to Education Code Section 35160.

## II. Background

- 2.1 On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act (School Facilities: 55% Local Vote, Bonds, Taxes; Accountability Requirements). The text of Proposition 39 includes various accountability requirements including requirements for certain types of audits. In an effort to increase voter acceptance for Proposition 39, the California Legislature passed, and Governor Davis signed, Assembly Bill 1908 ("AB 1908"), which provides additional requirements relative to school district general obligation bond elections conducted pursuant to Proposition 39. Those requirements include provisions requiring school districts which are successful in Proposition 39 bond elections to establish and appoint a Citizens Oversight Committee, as required by the Law (as put into place pursuant to AB 1908). This Policy and Regulations are adopted to comply with the Law and to provide guidance as to the Committee and related matters.

## III. Definitions

- 3.1 Unless the context clearly requires otherwise, or a term is differently defined within this Policy and Regulations, the terms defined in the Section III shall, for all purposes of this Policy and Regulations, have the meanings(s) herein specified.

**"AB 1908"** means Assembly Bill 1908 of the California 2000 Legislative Session, being Chapter 44 of Statutes of 2000.

**"Board"** means the Board of Trustees of the District.

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

“**Bonds**” means the general obligation bonds of the District as authorized by the voters and issued pursuant to State law.

“**Committee**” means the Citizens’ Oversight Committee formed and appointed by the Board of the District pursuant to the requirements of the Law, and this Policy and Regulations.

“**District**” means the Tracy Unified School District.

“**Law**” means Article 2 of Chapter 1.5 of Part 5 of Division I of Title I of the California Education Code (being Education Code Sections 15278 *et seq.*)

“**Proposition 39**” means Proposition 39, the smaller classes, safe schools and Financial Accountability Act (school facilities; 55% local vote, bonds, taxes, accountability requirements) as approved by the California electorate on November 7, 2000.

### IV Establishment of Committee.

- 4.1 The Committee shall be established upon the certification of successful election results of a Proposition 39 bond election by the Board subject to the purpose, parameters, policies and regulations set forth in California Law and herein.

### V. Purpose of Committee.

- 5.1 Statutory Purpose. The purpose of the Committee shall be to inform the public, at least annually in a written report, concerning the expenditure of the bond proceeds. In carrying out this purpose the Committee shall:
- (a) Actively review and report on the proper expenditure of taxpayers’ money for school construction;
  - (b) Advise the public as to whether the District is in compliance with the requirements of Article XIII A, Section 1 (b)(3) of the California Constitution, which provides that:
    - i. Bond funds are expended only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of

school facilities, or the acquisition or lease of real property for school facilities;

**CITIZENS' BOND OVERSIGHT COMMITTEE  
BYLAWS**

- ii. No bond funds are used for any teacher or administrative salaries or other school operating expenses;
- iii. A list of projects to be funded was included on the ballot;
- iv. An annual independent performance audit is performed; and
- v. An annual independent financial audit is performed.

5.2 The Committee shall have only those powers expressly stated in, or directly required by, State law and this Policy and Regulations.

**VI Committee Composition.**

6.1

- (a) The Committee shall consist of at least seven (7) members, subject to the provisions of Section 7.1(c) hereof.
- (b) The Committee may not include any employee or official of the District or any vendor, contractor, or consultant of the District.
- (c) The Committee shall include all of the following.
  - i. One member who is active in a business organization representing the business community located within the District.
  - ii. One member who is active in a senior citizen's organization;
  - iii. One member who is active in a bona fide taxpayer association;
  - iv. One member shall be the parent or guardian of a child enrolled in the District; and
  - v. One member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent-Group, Parent Club, Parent Teacher Association or school site council.
  - vi. One member has been or is actively involved in the business of agriculture.

**CITIZENS' BOND OVERSIGHT COMMITTEE  
BYLAWS**

**VII Committee Appointments, Term, Officers, and Vacancies**

7.1 Appointments

- (a) The initial members of the Committee shall be appointed by the Board within sixty (60) days of the date of the canvass of election results by the Board as required by the Law.
- (b) The Board may solicit applications, or provide for an application process, for appointment to the Committee in such manner as the Board shall direct. The Board may require candidates for membership on the Committee to submit information either on a stated form or to include informational criteria in a manner as may be established by the Board. Notwithstanding Section 4.1 hereof, the Board may, in its discretion, solicit applications for membership to the Committee in advance of an actual Proposition 39 general obligation bond election date as may be necessary or desirable to have adequate applicants to fill all of the required positions on the Committee and to have adequate time in which to fully and completely consider all of the applicants and their corresponding information. The solicitation of applicant information shall not require the formation of the Committee if the bond election in question is not successful.
- (c) In making its appointment, the Board shall satisfy the necessary statutory membership requirements on the Committee as set forth in Section 6.1 (c), hereof. In making its appointments to the Committee the Board may, in its discretion, consider various factors applicable to each candidate, including, but not limited to, (i) residency within the boundaries of the District, (ii) whether the candidate is a registered voter within the District, and (iii) the professional and educational background of any prospective Committee member, which may include experience in construction, property, facilities management and/or finance matters or other factors which tend to support or complement the purposes of the Committee. The Committee shall initially have seven (7) members; however, the Board retains the right to appoint additional members to the Committee provided that the Committee shall always have an odd number of members. In the event that the Law is amended to require a different or greater number of Committee members, the Board shall, within the time set by California law, take action to appoint appropriate Committee members as shall be required.

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

- (d) Any appointee to the Committee shall be required to comply with the requirements and limitations of Section 8.3 hereof.
- (e) If it is determined that if there are multiple qualified candidates beyond the number of existing vacancies, the Board may identify four alternates who can be used to fill vacancies that occur during the subsequent twelve (12) months provided that the action is compliant with sections 7.1(c), 7.2, and 7.3(b). The alternate list shall not exceed four (4) members.
- (f) Alternate Committee Members shall serve 1 year renewable terms, with no limitation on consecutive terms. Alternate members shall be full participants in the oversight process, but shall be non-voting members. However, should a quorum which consists of (4) voting members not be present at a meeting of the committee, the non-voting members shall be recognized as voting members and shall vote in order to create a quorum. Vacancy of an alternate seat shall be determined in accordance with section 7.3, including requirements to attend regularly scheduled meetings.
- (g) Appointees must submit to be fingerprinted and screened through the California Department of Justice to ensure no felony convictions are on record.

### 7.2 Term

- (a) Each member of the Committee shall serve for a term not to exceed two years. Three Committee members shall be designated as “one year” and four Committee members shall be designated as “two year” term members. No member of the Committee shall serve more than two ~~(2)~~ **three (3)** consecutive terms. A member of the Committee may serve multiple non-consecutive terms as the Board may determine or direct.
- (b) The term of office of a Committee member shall end upon the completion of their initial term or subsequent two-year term or, in the event that a vacancy for that Committee member’s position is determined by the Board as set forth in this Policy and Regulations, until such vacancy is determined.
- (c) Each term shall match the fiscal year of the school district. Hence, each term shall end on June 30<sup>th</sup> of the appropriate term-year as described in paragraph 7.2.a above.

### 7.3 Officers

- (a) The Committee shall elect a chair, a vice-chair who shall act as chair only when the chair is absent, and a secretary, which positions shall continue for a one (1) year term. Elections shall be conducted

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

during the first regularly scheduled meeting of each fiscal year. There shall be no limitation to the number of consecutive terms which an officer may serve.

- (b) The Chair of the Committee shall preside at all meetings of the committee, maintain order, rule on parliamentary procedure, consult with the superintendent or designee on preparation of the committee agendas, confer with the superintendent or designee on crucial matters which may occur between committee meetings, enforce the rules of the committee at all meetings, and sign all official reports from the committee.
  - a. In case of the resignation, absence, or disability of the Chair, the Vice-Chair shall perform the duties of the Chair. In case of the absence of the Vice-President, the Secretary shall perform all duties of the Chair.
- (c) The Vice-Chair of the Committee shall assume the duties of the Chair in the case of his/her resignation, absence, or disability. He or she will assist the Chair in planning, organizing, and directing activities. He or she will also act as interim spokesperson when the Secretary is not available, and has the responsibility of ensuring the publication of each scheduled meeting.
- (d) The Secretary shall be the chief spokesperson of the Oversight Committee and act as liaison to the news media and the community. The spokesperson is primarily responsible for providing current information to the public and his or her statements should reflect either the consensus or the majority and minority opinions of the committee membership.

### 7.4 Vacancies

- (a) Determination of Vacancy. The Board may determine that a Committee member's seat on the Committee has become vacant under any of the following circumstances;
  - a. Resignation of that Committee member submitted in writing to the Board (which shall be effective upon its receipt by the Board);
  - b. Death, or a legal determination of the incapacity of that Committee member.
  - c. The Committee member relocates their principal place of residence to a location outside the boundaries of the District.
  - d. Conviction of a violation of Government Code Section 1090 *et seq.* or other applicable conflict of interest laws (see Section 8.3)



**CITIZENS' BOND OVERSIGHT COMMITTEE  
BYLAWS**

- e. Conviction of any crime resulting in imprisonment or conviction of a felony involving moral turpitude;
- f. The election or appointment of that Committee member to a public office which is deemed or determined to be an incompatible public office with simultaneous membership on the Committee (see Section 8.3 hereof);
- g. If a committee member is absent from two (2) or more consecutive regularly scheduled Committee meetings, the school board may determine the position has been vacated; and/or
- h. In the case of a Committee member who represented one (1) of the six (6) groups set forth in 6.1 (c) hereof, where that member ceases to be a member or a representative of the identified group and does not resume or restore such status within sixty (60) days of such occurrence.

**(b) Attendance**

- A. Committee members shall attend all regular business meetings of the Citizen's Oversight Committee.
- B. If a committee member has two or more unexcused absences for regularly scheduled committee meetings, the School Board may declare that position vacated.
- C. To be excused from any regularly scheduled committee meeting, the committee member shall notify the Oversight Committee Chairperson at least 48 hours prior to the meeting. However, if the member is unable to attend any regular meeting due to illness, injury or emergency, that same member shall notify the Oversight Committee Chairperson of the emergency within 48 hours after the regularly scheduled meeting. This notification shall also constitute an excuse.

(ii) The District, on behalf of the Board, shall give at least ten (10) days prior written notice of the intent to determine a vacancy on the Committee prior to taking action thereon, and the reasons thereof, which notice shall be mailed, by United States mail first class postage prepaid, to the last known address of the Committee member in question and to the chairperson or president of the Committee. The power to make determinations as to vacancies on the Committee is expressly reserved to the Board.

- (b) In the event a vacancy is determined, such Committee position shall remain vacant until the Board appoints a new Committee member for that position. Following the determination of the vacancy on the Committee the Board shall

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

follow the procedures set forth in Section 7.1 hereof to fill such vacancy within a reasonable period of time. The power to fill vacancies on the Committee is expressly reserved to the Board.

- (c) In making appointments to fill vacancies as set forth in this Section VII, the Board shall make appointments such that the five (5) representative groups, as set forth in Section 6.1 (c) hereof, shall be maintained.

### VIII Service on Committee.

- 8.1 Service Without Compensation. As set forth in the Law, members of the Committee shall serve without compensation.
- 8.2 Non-Liability for District Debts. The private and personal property of the Committee members shall be exempt from execution or other liability for any debts, liabilities or obligations of the District or the Committee, and no Committee members shall be personally liable or responsible for any debts, liabilities or obligations of the District or the Committee except where expressly set forth in California law.
- 8.3 Conflicts of Interest and Prohibited Actions. It is the express desire and intention of the Board that members of the Committee shall not be, or have, any financial interest in the matters which they review.
- (a) All members of the Committee, as a condition of membership on the Committee, may be requested to sign a certification declaring that such Committee appointee has no conflict of interest as to the issues which shall be before the Committee.
  - (b) All members of the Committee shall expressly be subject to the limitations and requirement of Article 4 of Division 4 of Title I of the California Government Code, being Government Code Sections 1090, *et seq.*
  - (c) All members of the Committee shall expressly be subject to the limitations and requirements of Article 4.7 of Division 4 of Title I of the California Government Code. Being Government Code Sections 1125, *et seq.*
  - (d) All Committee members shall submit required Statements of Economic Interests, including filing annual Statements of economic Interests, pursuant to the District's current Conflict of Interest Code and California Government Code Sections 81008. All Committee members shall be required to report at a minimum under Disclosure Category II. All such Statements of Economic Interests shall be filed with the District and shall be available for public review as required by California Government Code Section 81000. *et seq.* All members of the Committee shall be furnished with a copy of the

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

District's current Conflict of Interest Code upon their taking office as Committee members. Additionally, all persons appointed to the Committee shall be provided with a copy of this Policy and Regulations and any amendments thereto.

### **IX. Committee Activities and Meetings.**

- 9.1 Activities of the Committee. The Committee may engage in any of the following activities in furtherance of its purpose:
- (a) Receive and review copies of the annual performance audit (as prepared pursuant to the requirements of Proposition 39);
  - (b) Receive and review copies of the annual financial audit (as prepared pursuant to the requirements of Proposition 30);
  - (c) Inspect school facilities and grounds to ensure that bond funds are expended for the purpose set forth in the bond measure approved by the voters;
  - (d) Receive and review copies of any deferred maintenance proposal or plans developed by the District;
  - (e) Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to:
    - (i) Mechanisms designed to reduce the cost of professional fees;
    - (ii) Mechanisms designed to reduce the costs of site preparation;
    - (iii) Recommendations regarding the joint use of core facilities;
    - (iv) Mechanisms designed to reduce costs by incorporating efficiencies in school site design; and
    - (v) Recommendations regarding the use of cost-effective and efficient reusable plans.
  - (f) The Committee shall issue regular reports of the results of its activities. The Committee must issue at least one report each year.
- 9.2 Construction of Agenda. The superintendent or his designee, in cooperation with the Chair of the Committee, shall prepare an agenda for each regular meeting. Any committee member may contact the Superintendent or the Chair and request any item directly related to Committee business be placed on the agenda no later than five week days prior to the legally required public posting of the agenda.
- (a) The superintendent and the chair shall jointly determine if the item is or is not a matter directly related to Committee business.

**CITIZENS' BOND OVERSIGHT COMMITTEE  
BYLAWS**

- (b) The Committee may place limitations on the total time to be devoted to the matter at any meeting, and may limit the time allowed for any one person to speak on the matter at the meeting.
- (c) This provision does not prevent the board from taking testimony at regular meetings on matters which are not on the agenda which a member of the public may wish to bring before the Committee, but the Committee may take no action on such matters at that meeting.

9.3 Brown Act Compliance: Public Records.

- (a) Regular meeting dates, time, and place shall be established by the Committee and published/posted in accordance with the Ralph M. Brown Act (being Government Sections 54950 *et seq.*) and applicable District posting procedures. All Committee proceedings shall be open to the public and shall be subject to the provisions of the Ralph M. Brown Act. The Committee may adopt rules and regulations guidelines or similar procedures as may be necessary or desirable in order to comply with the requirements of the Ralph M. Brown Act.
- (d) All documents received by the Committee, Committee minutes and reports issued by the Committee shall be a matter of public record.

**X. Technical and Administrative Support.**

- 10.1 Statutory Requirement. The Board of the District, without any use of Bond funds, shall provide the Committee with:
  - (a) Any necessary technical assistance and administrative assistance in furtherance of the Committee's purpose; and
  - (b) Sufficient resources to publicize the conclusions of the Committee (including establishing, operating and updating the Committee Internet Website).
  
- 10.2 Administrative Support. Administrative support provided by District staff to the Committee shall include all of the following:
  - (a) Preparing, mailing and posting agendas for meetings of the Committee in compliance with the Ralph M. Brown Act;
  - (b) Preparing and submitting documents (including agenda materials) to the Committee members and to members of the public in compliance with the Ralph M. Brown Act;
  - (c) Arranging for meeting locations and preparing meeting facilities for scheduled meetings of the Committee;
  - (d) The taking, transcribing, providing and maintaining of minutes of the Committee meetings which minutes shall, at a minimum, include an identification of all Committee members present and absent at any

## CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

- meeting of the Committee and a statement of the vote on each issue of business directed, determined or set out by the Committee; and
- (e) Maintaining Committee records and responding to public records act requests directed to the Committee which public records act requests and responses shall be handled according to the same procedures as are applicable to the District under its public records act policy.

District staff shall provide the following technical support to the Committee:

- (a) Arranging tours and inspections of school facilities and grounds as may be reasonably scheduled by the Committee as set forth in Section 9.1(c) above.
- (b) Providing audits, and written reports as provided for in Section 9.1 above, and providing, operating, maintaining and updating the Committee Internet Website as set forth in Section 10.3, hereof.
- (c) The District shall, in compliance with Section 10.1 hereof, provide sufficient administrative support and technical resources to conform with the directives and requirements set forth in the Law and within this Policy and Regulations. In covering such costs, the District shall cover such costs as are reasonably necessary or required under California law and this Policy and Regulations in furtherance of the Committee's express purpose. In the event of a question relating to whether an expense of the Committee is reasonably necessary, such determination shall lie within the purview of the Superintendent of the District, who shall have the responsibility to provide a final determination on approval of such cost(s).

10.3 Committee Internet Website Education Code Section 15280(b) requires that certain documents relating to the Committee be made available on an Internet Website maintained by the District. The cost to operate, maintain and update the Committee Internet Website shall be the responsibility of the District. The Committee Internet Website may be included within an existing Website operated by the District or may be operated separately. The following documents and information shall appear on the Committee Internet Website and shall be updated from time to time:

- (a) Minutes of Committee meetings;
- (b) Reports issued by the Committee; and
- (c) Documents received by the Committee.

10.4 Presentation of Reports. Reports, including the annual report of the Committee, and recommendations of the Committee shall be presented to the Board. Committee recommendations for specific actions shall be

**CITIZENS' BOND OVERSIGHT COMMITTEE  
BYLAWS**

forwarded to the Board and such District staff members as such recommendations shall concern.

**XI. Disbanding of Committee; Records.**

- 11.1 The Committee shall be disbanded at the end of the fiscal year in which:
- (a) All Proposition 39 bond proceeds and earnings thereon have been expended;
  - (b) The Committee has issued its final annual report as required under Section 9.1(f) above; and
  - (c) The Committee has completed and conducted its final meeting which shall be scheduled after notice of 11.1(a) hereof occurs.
- 11.2 In the event that the Committee is disbanded and the Districts succeeds in a later bond election where the provisions of Proposition 39 and the Law are applicable, the Board may, depending upon the passage of time, either reconstitute the last seated Committee or appoint new Committee members. Such determination shall be in the sole and absolute discretion of the Board.
- 11.3 All records of the Committee shall be kept by the District (pursuant to its records retention policy) for a period of at least two (2) years after the disbanding of the Committee as provided for herein.

**XII. Amendment of Policy and Regulations.**

- 12.1 The Policy and Regulations set forth herein shall be subject to such later and further amendments and modifications by the Board as may be required by State law or may be reasonably necessary in fulfilling the purpose of the Committee or in the efficient administering of the business of the Committee.

**XIII. POWERS RESERVED TO THE GOVERNING BOARD**

- 13.1 In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds for approved bond projects:
- (b) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, CFD Bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

**CITIZENS' BOND OVERSIGHT COMMITTEE  
BYLAWS**

- (c) The establishment of priorities and order of construction for the bond projects shall be made by the Governing Board of the District at its sole discretion.
- (d) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board is at its sole discretion.
- (e) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board is at its sole discretion and the Board shall report to the Committee on any cost saving techniques considered or adopted by the Board.
- (f) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee shall be the responsibility of the Governing Board
- (g) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Proposition 39 and included herein shall be the responsibility of the Governing Board.
- (h) The allocation of State School Building Program grant funds to projects in the order and in an amount determined by the Board is at its sole discretion.
- (i) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations is at the sole discretion of the Governing Board.
- (j) The amendment or modification of the Procedures, Policies & Guidelines for the Committee as provided herein shall be the responsibility of the Governing Board, subject to the legal requirements of Proposition 39.
- (k) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted by the Governing Board is at its sole discretion as part of carrying out the Board's function under Proposition 39.
- (l) Amendment of Policy and Regulations.

**Adopted: 4/24/07**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 3, 2013  
**SUBJECT:** **Adopt Resolution #13-07: A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.**

**BACKGROUND:** California Education Code 60119 and 5 CCR 9531 requires that the governing board annually make a determination through a resolution that each pupil in each school in the District has sufficient textbooks or instructional materials, including materials in a digital format under specified conditions, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board.

**RATIONALE:** The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item 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.

**FUNDING:** No cost to the District. Failure to adopt a resolution may result in loss of State Instructional Materials Fund Realignment Program (IMFRP) allocation.

**RECOMMENDATION:** Adopt Resolution #13-07: A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

**Prepared by:** Dr. Debra Schneider, Director of Instructional Media Services and Curriculum





**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #13-07**

**DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE  
CONTENT STANDARDS AND INSTRUCTIONAL MATERIALS  
2013-14**

**Whereas**, the Governing Board of Tracy Unified School District, in order to comply with the requirements of Education Code 60119 held a public hearing on September 24, 2013, at 7:00 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

**Whereas**, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing, and;

**Whereas**, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Tracy Unified School District, and;

**Whereas**, the definition of “sufficient textbooks or instructional materials” means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

**Whereas**, between the 2008-09 through the 2013-14 fiscal years, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course within the Tracy Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

**Whereas**, sufficient textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS (K-8), adopted 2005:

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Open Court	<i>Open Court</i>	2002
6-12	Holt	<i>Literature &amp; Language Arts</i>	2003
K-5 Bilingual	Houghton Mifflin	<i>Lectura</i>	2003

- MATHEMATICS (K-8), adopted 2009:

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Harcourt	<i>HSP Math</i>	©2009
K-5 bilingual	Harcourt	<i>HSP Math, Spanish</i>	©2009
6	McDougal Littell	<i>Math Course 1</i>	©2009
7	McDougal Littell	<i>Math Course 2</i>	©2009
8-9	McDougal Littell	<i>Algebra 1</i>	©2009
8-9	Prentice Hall	<i>California Algebra Readiness</i>	©2008

- SCIENCE (K-8), adopted 2008:

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Houghton Mifflin	<i>Science, CA Edition</i>	©2007
6-8	Prentice Hall	<i>Focus on Earth Science, CA Edition – 6<sup>th</sup></i> <i>Focus on Life Science, CA Edition – 7<sup>th</sup></i> <i>Focus on Physical Science, CA Edition – 8<sup>th</sup></i>	©2008

- HISTORY-SOCIAL SCIENCE (K-8), adopted 2007:

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Scott Foresman	<i>Scott Foresman History -Social Science for CA</i>	©2007
K-5 Bilingual	Scott Foresman	<i>Historia – Ciencias Sociales Para California</i>	©2007
6-8	Glencoe	<i>Discovering Our Past</i>	©2007

- ENGLISH LANGUAGE ARTS (High School), adopted 2002:

Course / Grade Level	Adopted Materials	Publisher	Copyright
English 1 / English 1 PreAP /PrelB Core Plus 1 Academy / Academy PrelB/PreAP Adv ELD Modified English	<i>Holt Lit &amp; Lang Arts 3rd course</i> <i>Holt Handbook 3rd course</i>	Holt	©2003
English 2 / English 2 PreAP /PrelB Core Plus 2 Academy / Academy PrelB/PreAP	<i>Holt Lit &amp; Lang Arts 4th course</i> <i>Holt Handbook 4th course</i>	Holt	©2003
English 3 / English 3 PreAp/PrelB English 3 / English 3 AP/IB Ag Science Academy	<i>Holt Lit &amp; Lang Arts 5th course</i> <i>Holt Handbook 5th course</i>	Holt	©2003
English 3 AP	<i>The Language of Composition</i>	Bedford/St. Martins (VHPS)	©2008
English 4 / English 4 IB/AP Agricultural Science Academy	<i>Holt Lit &amp; Lang Arts 6th course</i> <i>Holt Handbook 6th course</i>	Holt	©2003

- SCIENCE (High School), adopted 2012 & 2007:

Course / Grade Level	Adopted Text	Publisher	Copyright
Advanced Biology I AP (KHS & WHS)	<i>Biology, Campbell &amp; Reece 9th ed</i>	Pearson Education	©2011
Advanced Biology I IB H (THS)	<i>Biology, Campbell &amp; Reece 7<sup>th</sup> ed</i>	Pearson Education	©2005
Advanced Biology II IB H (THS)	<i>Biology, Campbell &amp; Reece 7<sup>th</sup> ed</i>	Pearson Education	©2005

- SCIENCE, cont'd (High School):

Course / Grade Level	Adopted Text	Publisher	Copyright
Biology PreAP			
Biology PreIB	<i>Essential Biology w/Physiology</i> , Campbell	Prentice Hall	2007
AgSci/Biology PreIB	2nd ed		
Principles Of Engineering II			
Principles Of Engineering III	<i>A User's Guide to Engineering</i>	Prentice Hall	2006
Ag Biology			
AgSci/Biology Ag PreIB	<i>Biology</i>	Prentice Hall	2008
Biology			
Biology LEP (THS only)	<i>Biología</i>		
Advanced Chemistry IB H	<i>Chemistry: The Central Science</i> , 10th ed	Prentice Hall	2006
Applied Chemistry	<i>Chemistry</i>	Pearson AGSglobe	2007
Chemistry			
Chemistry LEP	<i>Chemistry</i>	Prentice Hall	2008
Ag Physics			
Conceptual Physics	<i>Conceptual Physics</i>	Prentice Hall	2006
Principles Of Engineering I			
Conceptual Physics LEP			
Ag Earth Science			
AgSci/Earth Science	<i>Earth Science</i>	Holt	2006
Earth Science			
Earth Science ELL			
Environmental Science AP (KHS)	<i>Environmental Science for AP</i>	W.H. Freeman & Co.	2012
Human Physiology	<i>Essentials of Human Anatomy and Physiology</i> ,	Prentice Hall	2006
Human Physiology ELL	8 <sup>th</sup> ed		
AgSci Chemistry PreIB			
Chemistry H	<i>Modern Chemistry</i>	Holt	2006
Chemistry PreIB			
Life Science SDC			
Integrated Science SDC	<i>AGS Biology</i>	Pearson AGSglobe	2004
Physical Science SDC	<i>AGS Physical Science</i>		
Earth Science SDC	<i>AGS Earth Science</i>		
Physics	<i>Physics</i>	Holt	2007
Advanced Physics AP – C	<i>Fundamentals of Physics</i> , 8th ed	People's Publishing/Wiley	2007
Physics IB H	<i>Physics for the IB Diploma</i> , 5th ed	Cambridge University Press	2007
Physics AP - B	<i>Physics</i>	Pearson/ Addison Wesley	2010
Lab Research BioTechnology	<i>Biotechnology: Science for the New Millennium</i> , 1 <sup>st</sup> ed	EMC Paradigm Publishing	2006
Environmental Systems IB	<i>Environmental Science: Toward a Sustainable Future</i> , 10th ed	Prentice Hall	2007

- HISTORY / SOCIAL SCIENCE (High School), adopted 2007:

Course / Grade Level	Adopted Materials	Publisher	Copyright
<b>Grade 12</b>			
American Government (WHS)	<i>American Government</i>	Holt	2003
AgSci Government (THS)			
Economics & AgSci	<i>Economics</i>	Holt	2003
Economics (THS only)			

- HISTORY/SOCIAL SCIENCE, cont'd (High School):

Economics LEP	<i>Economics (Pacemaker)</i>	Globe Fearon	2001
Economics SDC	<i>Economics (AGS)</i>	AGS	2005
Government LEP	<i>American Government (Pacemaker)</i>	Globe Fearon	2006
Government SDC	<i>United States Government (AGS)</i>	AGS	2005
IB History Americas 2 (THS only)	<i>People of a Nation</i>	McDougal Littell/Houghton	2005
	<i>Latin America, 7th ed.</i>	Pearson Education	2002
	<i>Modern World GCSE</i>	Social Studies School Service	2001
US Government & Politics AP (WHS only)	<i>American Government, 10th ed.</i>	McDougal Littell/Houghton	2006
	<i>American Government Readings</i>	Pearson	2006
<b>Grade 11</b>			
US History	<i>The Americans</i>	McDougal Littell	2006
US History AP (WHS only)	<i>American Pageant, 13th ed</i>	McDougal Littell/	2005
		Houghton	2006
IB History Americas 1 (THS only)	<i>People of a Nation, 7th ed.</i>	McDougal Littell/	2005
	<i>Latin America, 7th ed.</i>	Pearson Education	2002
US History LEP	<i>United States History (Pacemaker)</i>	Globe Fearon (WHS)	2004
US History SDC	<i>United States History (AGS)</i>	AGS	2005
<b>Grade 10</b>			
World History	<i>World History: The Modern World</i>	Prentice Hall	2007
Pre IB AgSci SS 2 (THS only)	<i>World History: The Modern World</i>	Prentice Hall	2007
Pre IB History of the Humanities (THS only)	<i>Modern World GCSE</i>	Social Studies School Service	2002
	<i>World History, Volume II-Since 1500</i>	Thomson/Wadsworth	2007
World History Pre-AP (WHS only)	<i>World History: The Modern World</i>	Prentice Hall	2007
	<i>The Earth and Its People, 3rd ed</i>	McDougal Littell/Houghton	2005
World History AP	<i>World Civilization: The Global Experience</i>	Pearson Education	2007
World History SDC	<i>World History (AGS)</i>	AGS	2001
World History LEP	<i>World History (Pacemaker)</i>	Globe Fearon (WHS)	2002

- MODERN LANGUAGE, adopted 2012:

Grade Level	Adopted Materials	Publisher	Copyright
Spanish 1	<i>Avancemos, Lv 1</i>	Holt McDougal	2013
Spanish 2	<i>Avancemos, Lv 2</i>	Holt McDougal	2013
Spanish 3 PreAP/IB	<i>Avancemos, Lv 3</i>	Holt McDougal	2013
Spanish 4 AP	<i>Imagina</i>	Vista Higher Learning	2011
Spanish 4 & 5 IB	<i>Avancemos, Lv 4</i>	Holt McDougal	2013
	<i>Manana</i>	Advance Materials	2011
Spanish/Spanish Spkrs 1, 2	<i>Nuevas Vistas Intro/Uno/Dos</i>	Holt, Rinehart, Winston	2004

Grade Level	Adopted Materials	Publisher	Copyright
French 1	<i>Bien dit! Lv 1</i>	Holt McDougal	2013
French 2	<i>Bien dit! Lv 2</i>	Holt McDougal	2013
French 3 PreAP/IB	<i>Bien dit! Lv 3</i>	Holt McDougal	2013
French 4 IB	<i>Le monde en francais</i>	Advance Materials	2011

- ENGLISH LANGUAGE DEVELOPMENT MATERIALS, adopted 2007:

Grade Level	Adopted Materials	Publisher	Copyright
6-8	<i>Shining Star</i>	Thomson Longman	2005
9-12			
Beginning ELD	<i>Visions Student Book Intro/A/B/C</i>		
Intermediate ELD	<i>Visions Activity Book Intro/A/B/C</i>	Thomson-Heinle	2004
Early Advanced ELD	<i>Student Handbook Intro/A/B/C</i>		
Advanced ELD	<i>The Heinle Picture Dictionary</i>		
English I, II, III, IV	<i>Grammar in Context, Basic/Book 1, 2, 3,(2006)</i>		

**Whereas**, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

**Whereas**, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2013-14 school year, the Tracy Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**APPROVED AND ADOPTED**, this 24<sup>th</sup> day of September, 2013 at a meeting, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
 President  
 Board of Trustees  
 Tracy Unified School District

\_\_\_\_\_  
 Clerk  
 Board of Trustees  
 Tracy Unified School District

