

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, June 11, 2013

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

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

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Educational Services
3.1.1 Finding of Fact #12-13/#87, 88, 89, 90
3.1.2 Early Graduation - WHS#10321271
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.2 Human Resources
3.2.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.2.2 Conference with Labor Negotiator
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |
| 6. | Closed Session Issues:
6a Finding of Fact #12-13/#87, 88, 89, 90
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain _____.
6b Report Out of Action Taken on Early Graduation - WHS#10321271
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain _____.

<div style="text-align:center">•</div> | |

7. **Approve Regular Minutes of May 28, 2013.**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent __; Abstain ____.
8. **Student Representative Reports:** None
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: None.
10. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.
(Please complete a yellow speaker's card).
11. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting: None.
12. **PUBLIC HEARING:** None.
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. **Action:** Motion__; Second__. **Vote:** Yes __; No __; Absent __; Abstain __.
 - 13.1 **Administrative & Business Services**
 - 13.1.1 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District 7-8
 - 13.1.2 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 9-14
 - 13.2 **Educational Services**
 - 13.2.1 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2013-2014 School Year 15-18
 - 13.2.2 Approve Agreement for Special Contract Services with Continuing Development, Incorporated DBA Choices for Children to Provide Services to the First 5 San Joaquin, North Preschool Program for the 2013-2014 School Year 19-22
 - 13.2.3 Ratify Out of State Travel for Delgel Pabalan to Attend the National Science Foundation (NSF) Robert Noyce Teacher Scholarship Program Conference on May 29-May 31, 2013 in Washington, D.C. 23
 - 13.2.4 Approve Agreement for Special Contract Services with Bureau of Lectors to Provide Eight Assemblies at South/West Park School during the 2013-2014 School Year 24-26

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13.2.5	Approve Agreement for Special Contract Services with Conscious Teaching, LLC to Facilitate the Conscious Classroom Management Workshop and Brain Compatible Approaches for Motivating and Engaging Students Workshop for Villalovoz, McKinley, Hirsch and Jacobson Schools During the August 7, 2013 Buy Back Day	27-30
13.2.6	Approve Agreement for Special Contract Services with Gallo Center of the Arts to Provide the Bully Buster Rides Again Plays South/West Park Elementary on October 23, 2013	31-33
13.2.7	Approve Agreement for Special Contract Services and Memorandum of Understanding with Nancy Fetzer; Literacy Connections and South/West Park for the 2013-2014 School Year	34-37
13.2.8	Approve Agreement for Special Contract Services with Soul Shoppe to Provide Eight (One Day) Workshop Sessions for Students, Two Parent Meetings, Two Classified Staff Training Meetings and One Staff In-Service Training	38-40
13.2.9	Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at South/West Park School for the 2013-2014 School Year	41-44
13.2.10	Approve Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling and Other Services	45-47
13.2.11	Approve Agreement for Special Contract Services with Valley Community Counseling Services	48-50
13.2.12	Approve Agreement for Special Contract Services San Joaquin County of Education (SJCOE) Science Department to Provide Interactive Science Days at South/West Park School for the 2013-14 School Year	51-54
13.2.13	Approve Agreement for Special Contract Services with International Center for Leadership in Education, Inc. to Hire Consultants to Provide Staff Development to District Management Team on the Common Core State Standards (CCSS) on Thursday, August 1, and Friday August 2, 2013	55-59
13.3	Human Resources	
13.3.1	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	60-61
13.3.2	Approve Classified, Certificated and/or Management Employment	62
13.3.3	Ratify Employment of 2013 Summer School Staff	63-66
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services	
14.1.2	Approve Amendment to Superintendent's Contract	67-68
	Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__.	
14.2	Educational Services:	
14.2.1	Acknowledge Revised Administrative Regulation 5113, Absences and Excuses (First Reading)	69-72
	Action: Motion___; Second___. Vote: Yes___; No___; Absent ___; Abstain__.	

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14.2.2	Adopt Revised Board Policy 5113, Absences and Excuses. (First Reading)	73-76
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.3	Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment. (First Reading)	77-90
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.4	Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (First Reading)	91-94
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.5	Adopt Revised Board Policy 6173 Education for Homeless Children (First Reading)	95-98
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.6	Acknowledge Administrative Regulation 6173 Education for Homeless Children (First Reading)	99-102
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.7	Acknowledge Administration Regulation 6173.1 Foster Youth (First Reading)	103-112
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.8	Adopt Board Policy 6173.1 Foster Youth (First Reading)	113-116
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.9	Adopt 2013-2014 Elementary (K-5) Student Handbook (Separate Cover Item)	117-118
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.10	Adopt 2013-2014 Middle School (6-8) Student Handbook (Separate Cover Item)	119-124
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.11	Acknowledge Revised Administrative Regulation 1312.3, Uniform Complaint Procedures (Second Reading)	125-131
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.12	Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures (Second Reading)	132-137
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.3	Human Resources	
14.3.1	Approve Revised Job Description for Communications Specialist	138-140
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	

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

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

17. Board Meeting Calendar:

- 17.1 June 25, 2013**
- 17.2 August 13, 2013**
- 17.3 August 27, 2013**
- 17.4 September 10, 2013**
- 17.5 September 24, 2013**

18. Upcoming Events:

- | | |
|-------------------------------|-------------------------------------|
| 18.1 August 12, 2013 | First Day of School, 2013-14 |
| 18.2 August 26, 2013 | District Welcome Back |
| 18.3 September 2, 2013 | No School, Labor Day |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 28, 2013**

- 5:20 PM:** President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:09 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** Report Out of Action Taken on Intra-District Attendance Appeal #12-13/AA2
Vote: As amended. Yes-6; No-0; Absent-1(Vaughn)
6b Finding of Fact #12-13/#80
Vote: Lewis, Gouveia. **Vote:** Yes-7; No-0.
6c Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-811, #UC-812, #UC-813, #UC-814, Pursuant to Article XX
Vote: Yes-6; No-0; Absent-1(Vaughn)
- Employees Present:** C. Minter, J. Cardoza, R. Pearlman, R. Riddle, J. O'Hara, J. Noll, T. Christensen, P. Hall, J. Anderson,
- Press:** None.
- Visitors Present:** I. Diaz, B. Pekari, N. Bartolome, B. Lucid
- Minutes:** **Approve Regular Minutes of May 14, 2013.**
Action: Gouveia, Vaughn. **Vote:** Yes-7; No-0.
- Student Rep Reports:** Kimball High: Brianna Pekari reported that the track and field team is doing well. The boys' tennis team made it to the championships. Choir, band and orchestra had spring concerts. The academic and community service awards night was a success. Many seniors attended senior night at Magic Mountain. On May 21st they held their annual senior awards night. Senior sunset was fun to watch as they watched the sunrise at the beginning of the year. This is the last week of school and finals. They are excited for graduation and this will be the first class to go through all four years at Kimball. She thanked the board for allowing her to be the board representative. Next year's representative will be Lindsey Huckaba.
- Tracy High: Ivan Diaz reported the highlights of the year which included construction of the new stadium. It was a challenge, but they did it. The Senior Tailgate, Senior Breakfast and Senior Beach Day were all fun. The Junior class planned the traditional prom which was a huge success with over 400 students in

attendance. They made prom cool again. Many students participated in the annual Relay for Life. It was a great experience and their fundraising efforts brought in more than \$4,000. Spring sports have come to an end. They had a great run with varsity baseball and softball teams going to playoffs. This weekend is graduation. He thanked the board for their work and the opportunity to report. The new representative will be Mika Fithian.

West High: Natasha Bartolome thanked the board for allowing her to report. Dereck Sprecksel was named the new Athletic Director. She also congratulated Chris Meyers on his first official day as head football coach. The "Every 15 Minutes" presentation was very successful and had a major impact. There were many fun activities for the seniors, including grad night at Magic Mountain and Senior Beach Day. They are looking forward to graduation. She congratulated all the new officers and Jessica will be the new board representative.

Stein High: Justin Chapman-Varela was unable to attend to night.

Certificates of appreciation were presented to each board representative.

Recognition & Presentations:

9.1 Tracy High School Update

Principal, Jason Noll, presented a power point on the ELD program. They held a bi-lingual parent night and reviewed the program. They have sent students to the LULAC conference, Hispanic fair at UOP and Spanish for Native Speakers visited the Santa Cruz mission. Math and English teachers monitor students and they have bilingual para intervention in the classrooms. The entire staff is trained throughout the year on strategies that work. They currently have 217 EL population. The ELL API scores have increased every year since 2008 and currently have a score of 667. AYP for 2012 is 43% in proficient or advanced in Math and 41% in ELA. They try to keep the program consistent which keeps students comfortable.

9.2 Recognize the Recipient of the Diversity & Equity Staff Recognition Award for the Spring Term of the 2012-13 School Year

This item was moved up on the agenda.

Rachel Pearlman was recognized for receiving the Diversity & Equity Award. She was hired in 1992 and is currently a 4th grade teacher at Hirsch. Mary Torres was unable to attend tonight, but has 38 years with district and is currently the site secretary at Hirsch.

Hearing of Delegations

Renee Riddle spoke regarding the passing of Proposition 30. They understood they would get their cut hours back. She believes that it was intended to wait until the presidential election. Their jobs are not getting done and subs are getting called in to help. Why can't they get paid? Out of 7 schools there are over \$2 million worth of textbooks. Students are not reading because of the shorter hours. The children are missing out. One of the pillars is honesty. She then read from the minutes of 03.02.11. She is asking the board to please restore their hours.

Jean O'Hara agrees with Renee Riddle. When the hours were reduced to 20 hours

weekly, it affected everyone. Students need access to library books every day. With common core standards coming up, students need to read higher level books.

**Information &
Discussion Items:**

11.1 Administrative & Business Services:

11.1.1 Receive Report on the California May Revise

Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point which reviewed the process of paying down the “Wall of Debt”. Payments that we receive are based on tax revenues. The state has been deferring payments for several months into the next fiscal year. Last Friday, the senate budget committee recommended implementing the local control funding formula be postponed one year; common core implementation be funded; and support of the governor’s proposal to rescind for two years, the January plan to shift responsibility of adult education to community colleges. We will rely on the county office of education for advice and then approve our budget in June as required by law and adjust within 45 days of legislative approval if required.

11.2 Educational Services:

11.2.1 Receive Report on LUSD High School Special Education Students

Supt Franco commented that there is a group of students in RSP and special needs classes in the Kimball High attendance area which were going to be transferred to West, however many parents wanted their student to stay at Kimball instead of West. Our Director of Special Education, Dr. Janet Skulina, came up with plan and students will be re-designated to Kimball. A letter was sent out on Friday to the 9th graders that were designated for West explaining the situation.

Parent, Brian Lucid, has a special needs student who is currently at Wickland. He is here tonight to show appreciation for this decision. When they first found out about this they spoke with administrators at Lammersville first. The initial decision brought on a lot of anxiety for parents and students. He is glad he came to the board meeting and now understands the district’s issues better. He appreciates the efforts of Dr. Franco and Dr. Skulina in helping with this and understands the process better. He is glad that things will work out for all.

11.3 Human Resources:

11.3.1 Receive Peer Assistance and Review Annual Report for the 2012-2013 School Year

Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, reported that each year the district brings this review to the board. The written report is contained in the agenda. We had a successful year this year and the consulting teachers have worked hard and we have made improvements.

Public Hearing:	12.1	Public Hearing: None.
Consent Items:	Action:	Lewis, Crandall. Vote: Yes-7; No-0.
	13.1	Administrative & Business Services:
	13.1.1	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.1.2	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.1.3	Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
	13.1.4	Approve Assembly, Service, Business and Food Vendors
	13.2	Educational Services:
	13.2.1	Approve Agreement for Special Contract Services with Hear Say Speech and Language Services, NPA for the 2013-2014 School Year
	13.2.2	Approve Agreement for Special Contract Services and Memorandum of Understanding with International Center for Leadership in Education for the 2013-2014 School Year
	13.2.3	Approve Agreement for Special Contract Services with Nancy Fetzter's Literacy Connections and Tracy Unified School District (Art Freiler, George Kelly, and Louis Bohn Schools) for the 2013-2014 School Year
	13.2.4	Approve Agreement for Special Contract Services with Project GLAD to Provide Teacher Training throughout the 2013-2014 School Year
	13.2.5	Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2013-2014 School Year
	13.2.6	Approve the Request to the California Department of Education to Authorize Louis Bohn Elementary School as a Schoolwide Title 1 Program
	13.2.7	Approve Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to Provide Professional Development on California's Common Core Standards (CCSS) for Mathematics
	13.2.8	Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2013-2014 School Year
	13.2.9	Approve Agreement for Special Contract Services with Valley Community Counseling for a Licensed Marriage and Family Therapist for the 2013-2014 School Year
	13.2.10	Approve Agreement for Special Contract Services with the San Joaquin County Office of Education to Provide Teacher Training and Support for the 2013 Summer English Learners Science Program, Brainiac Academy
	13.2.11	Approve Out of State Travel for Dr. Cheryl Domenichelli to Attend the Model Schools Conference on June 30-July 3, 2013 in Washington, DC
	13.2.12	Approve Master Contract with Sierra School, NPS for the 2013-2014 School Year (Separate Cover Item)
	13.2.13	Approve Master Contract with Tobinworld II, NPS for the 2013-2014

- School Year (Separate Cover Item)
- 13.2.14 Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2013-2014 School Year
 - 13.2.15 Approve Master Contract with Children's Home of Stockton, NPS, for 2013-2014 School Year (Separate Cover Item)
 - 13.2.16 Approve Out of State Travel for Dr. Mark Miller to Attend the 2013 School Neuropsychology Institute in Dallas, Texas on July 10-12, 2013
 - 13.2.17 Approve Agreement for Special Contract Services with Occupational Therapy for Children, NPA for the 2013-2014 School Year
 - 13.2.18 Approve Master Contract with Applied Behavior Consultants, Inc., NPS, for the 2013-2014 School Year (Separate Cover Item)
 - 13.2.19 Approve Master Contract with Central Valley Training Center, NPS, for School Year 2013-2014 (Separate Cover Item)
 - 13.2.20 Approve Master Contract with North Valley School, Inc. for the 2013-2014 School Year (Separate Cover Item)
 - 13.2.21 Approve Agreement for Special Contract Services with Therapeutic Pathways, Inc. for Consultation Services for 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

Action Items:

- 14.1 **Administrative & Business Services:** None.
 - 14.1.1 Consider Claim No. 480489 TUSD
 - Action:** Lewis denied. Guzman. **Vote:** Yes-7; No-0.
 - 14.1.2 Adopt Resolution No. 12-26 Authorizing Temporary Loans between Funds for the 13/14 School Year.
 - Action:** Vaughn. **Vote:** Yes-7; No-0.
- 14.2 **Educational Services:**
 - 14.2.1 Acknowledge Revised Administrative Regulation 6163.4, Student Use of Technology (Second Reading)
 - Action:** Gouveia, Guzman. **Vote:** Yes-7; No-0.
 - 14.2.2 Acknowledge Revised Administrative Regulation 4040, Employee Use of Technology (Second Reading)
 - Action:** Crandall. Gouveia. **Vote:** Yes-7; No-0.
 - 14.2.3 Adopt 2013 - 2014 High School Student Handbook (Separate Cover Item)
 - Action:** Guzman, Lewis. **Vote:** Yes-7; No-0.
 - 14.2.4 Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover Item)
 - Action:** Gouveia Guzman. **Vote:** Yes-7; No-0.
 - 14.2.5 Acknowledge Revised Administrative Regulation 1312.3, Uniform Complaint Procedures (First Reading)
 - Action:** Crandall, Gouveia. **Vote:** Yes-7; No-0.
 - 14.2.6 Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures

(First Reading)

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

14.3 Human Resources:

14.3.1 Authorize Declaration of Need for the 2013-2014 School Year

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

Board Reports:

Trustee Lewis commented that the board facility meeting has met a few times. They were at the Monte Vista location and discussed the Tracy High baseball field. He enjoys working with Bonny and the team. Trustee Costa spent most of the day with the West High cheer team for next year at Relay for Life. She appreciates their coach and the young ladies that were helping out. She also congratulated West and Tracy for winning their first games and Kimball High finished 2nd. Kimball track and field student Derek Van de Streek won 2 golds at sections and holds the school record in the boys 400 meter. Chloe Jenkins won gold and school record in the 300 meter hurdles. They are all going to masters for relay. Megan Grady, Eddie Kaye and Margaret Southards all qualified for masters. Ernest Turner qualified with a 4th place in the triple jump. Nate Jones of Tracy High was the highest-finishing local athlete at the SJS Division I track and field finals, placing second in the 100-meter dash and qualified for masters. Trustee Gouveia attended two ELD promotions at Monte Vista and West High. He also attended scholarship nights for each of the high schools. What he learned at the May revision conference has changed. Trustee Guzman was part of facilities committee who met at Monte Vista. They are looking forward to getting that finished up. He Congratulated all the teams who did really well in spring sports. He wished the seniors good luck this weekend and to be smart. He congratulated them and their families. Trustee Crandall wishes all the students graduating Saturday the best and good luck on wherever they choose to go. Trustee Vaughn also congratulated all the students participating in the 2013 graduations and promotions. Trustee Silva attended several facilities meetings and thanked Bonny and her staff for their work. He attended the volunteer appreciation luncheon. We have a lot of very dedicated people that help make this a great school district. He has a graduating senior and to him and all the seniors he is looking forward to handing them their diploma on Saturday.

Superintendent Report:

Dr. Franco commented that he and Walter were at scholarship night. West High's was held in their black box theater which now has chairs. It turned out very nice and kudos to the board for approving the project. The ping pong tournament is coming up and Tiger Azama is organizing it. This is one of his diversity goals. Last year 50 kids showed up. The volunteer luncheon went well. Compliments to Jessica Cardoza for setting it up.

8:20 p.m.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 11, 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 Unified School District:

1. Tracy Unified School District: From Roebbelen Contracting, Inc. in the amount of \$500.00 (ck. #46995). This donation was a sponsorship for Tracy Unified's end of the year employee recognition event.

Hirsch Elementary School:

1. Tracy Unified School District: From the Hirsch Parent Parent Teacher Organization in the total amount of \$753.56 (ck. #193-\$188.86, ck. #196-\$250.00, ck. #204-\$164.70, ck. #205-\$150.00). This donation will be used towards copies fees and school supplies.

Kelly School:

1. Tracy Unified School District/Kelly School: From the George Kelly Elementary Partent Teacher Organization in the amount of \$3,792.94 (ck. #5449). This donation will distributed among the site accounts of the Kelly School Teachers.

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: May 29, 2013
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: Schindler Elevator Corporation
Site: Tracy Unified School District
Item: Service Agreement for the 13/14 FY
Services: Maintenance Agreement and Emergency Communication Monitoring for elevator services at West High School, Tracy High School and Kimball High School
Cost: Total Value < \$9,957.84
Project Funding: Environmental Compliance

B. Vendor: San Joaquin County Office of Education/Kirk Brown
Site: Tracy Unified School District
Item: Contract
Services: Three hour inservice on the Next Generation Science Standards. Topics include Shifted Practices and engineering examples that have been integrated into life science and physical science.
Cost: \$1,050.00
Project Funding: Title II Funds

C. Vendor: Assad Insurance Agency, Inc.
Site: Tracy Unified School District
Item: Property and Liability Insurance Renewal for the 13/14 FY
Services: Property and Liability: Liability (premises and vehicles), blanket property (buildings and contents), crime employee dishonesty, excess liability, third party administration, claims administration, Pacific Educators (available for school time student coverage), NorCal Relief School Safety Annual Inspection, Real Property Appraisal (required every five years).
Cost (Premium): \$665,636.00 (annual); previous year's premium: \$664,677.00. Increase for the 13/14 FY: \$959.00. The renewal premium is based upon Lottery ADA of \$16,580.00 from \$16,579 (12/13 FY ADA) and property values of \$384,032,205.00 from \$377,005,270.00 (12/13 FY). The District retained the SIR (Self Insured Retention) of \$50,000.00/occurrence for the 13/14 FY
Project Funding: Risk Management/Insurance

D. Vendor: University of California, Berkeley School of Optometry
Site: All K-5 Sites
Item: Agreement for the 13/14 FY
Services: Modified clinical technique vision screening, per state mandate, stands, retinoscopy, ophthalmoscopy, cover tests Snellen/E acuity and color vision on males only.
Cost: \$3.90 per student, not to exceed a total of \$7,960.00.
Project Funding: Health Services

E. Vendor: CSU Stanislaus and the Great Valley Writing Project
Site: District Wide
Item: Contract
Services: Two 3 hour workshops, covering the following: Writing informative/explanatory texts to examine and convey complex ideas and information; Composing clear and accurate text through the effective selection, organization, and analysis of content; Gathering relevant information (print and digital); Developing writing process approach.
Cost: \$2,332.50
Project Funding: Title II funds

F. Vendor: Stanislaus County Superintendent of Schools, California ("SCOPE")
Site: All K-5 Sites
Item: Agreement for the 13/14 FY
Services: Hearing conservation services for the 2013-14 school year
Cost: \$3.98 per student/child, or \$8.51 per student/child in a wheel chair or that otherwise cannot enter the van. In addition, SCOPE will receive mileage at the IRS standard mileage rate per diem rate at the time of service for travel as measured by the mileage between SCOPE and the site where services are provided.
Project Funding: Health Services

G. Vendor: Kontraband Interdiction & Detection Services, Inc. (K.I.D.S.)
Site: All Sites
Item: Agreement for the 13/14 FY
Services: Agreement for substance awareness, consulting and detection services.
Cost: \$382.00 per team for a minimum of 24 full day visits.
Project Funding: General Fund

H. Vendor: Simplex Grinnell
Site: District Wide
Item: Year two of a five year contract
Services: Conduct annual inspections of Fire Sprinkler Systems per NFPA 25. Includes a five year inspection when due.
Cost: \$12,353.79 annually for a term of five years
Project Funding: General Fund-Environmental Compliance

I. Vendor: Tracy Crime Stoppers
Site: All Sites
Item: Memorandum of Understanding
Services: Provides an anonymous online and phone call reporting service for students, staff, and parents to report crimes and bullying.
Cost: No cost to the district.
Project Funding: NA

J. Vendor: Point Break Adolescent Resources
Site: District Wide
Item: Contract
Services: Psychoeducational individual and group counseling for students referred through the District Disciplinary Review Board or Site Administration for mandatory substance abuse or anger management counseling, gang awareness and intervention services, individual counseling, workshops and assemblies.
Cost: \$1,200 per month, not to exceed \$11,400.00
Project Funding: General Fund

K. Vendor: Valley Community Counseling Services
Site: District Wide
Item: Contract
Services: Workshops for staff regarding mental health assessments and interventions for students identified as in need of counseling services including suicide awareness, co-occurring disorders, substance abuse and other mental health disorders.
Cost: \$500.00 per workshop, not to exceed \$2,500.00
Project Funding: Prevention and Early Intervention

L. Vendor: Kronick, Moskowitz, Tiedemann & Girard, Inc.
Site: Tracy Unified School District
Item: Service Agreement for the 13/14 FY
Services: Legal Services: general education law advice and representation; including collective bargaining, litigation, property services, and developer fee services. Services will be billed on a T&M standard rate; bond counsel, complex litigation, tax services, "opinion of counsel" services, and reimbursable expenses.
Cost: \$230.00/hr. (principal attorney); previous hourly rate: \$215.00/hr.
Project Funding: Risk Management/Legal Services

M. Vendor: Young, Minney & Corr, LLP
Site: Tracy Unified School District
Item: Service Agreement for the 13/14 FY
Services: Legal Services: Charter School Law, various
Cost: \$205.00/hr.; previous hourly rate: \$195.00/hr.
Project Funding: Risk Management/Legal Services

N. Vendor: School Services of California
Site: District Wide
Item: Service Agreement for the 13/14 FY
Services: The Business Services Division has contracted for many years with School Services of California, Incorporated. Their services are critical to budget development and implementation. In addition, their information services provide guidance on a plethora of management issues unavailable from any other sources.
Cost: \$3,500.00 annually plus expenses
Project Funding: Unrestricted General Fund

O. Vendor: All City Management Services
Site: Bohn School
Item: Agreement for the 13/14 FY.
Services: Crossing guard services.
Cost: \$14.39 per hour and shall not exceed \$7,770.60.
Project Funding: General Fund

P. Vendor: WGR
Site: District Wide
Item: Proposal/Agreement
Services: Tracy Unified School District is required to comply with a set of state and federal storm water management mandates. To remain compliant, the current plan must be updated. Existing staff are not qualified and lack the expertise to update the plan. WGR are environmental, health and safety consultants who possess expertise in storm water compliance and are qualified to update the current plan.
Cost: \$5,000.00
Project Funding: General Fund-Environmental

Q. Vendor: Vavrinek, Trine, Day & Company, LLP
Site: Tracy Unified School District
Item: Agreement
Services: Audit Financial statements for TUSD as of and for the year ended June 30, 2013.
Cost: Total Value < \$44,750.00
Project Funding: Unrestricted General Fund

R. Vendor: California Pavement Maintenance
Site: Monte Vista Middle School
Item: Agreement
Services: Contractor to grind/overlay asphalt, seal and stripe existing basketball courts on campus.
Cost: \$58,979.00
Project Funding: General Fund/Deferred Maintenance

S. Vendor: A.M. Stephens Construction Company, Inc.
Site: Kimball High School
Item: Change Order #1 - Ratify
Services: Additional extension of pipe at the backflow preventer.
Cost: \$431.55
Project Funding: Developer/Mitigation Fund

T. Vendor: A.M. Stephens Construction Company, Inc.
Site: Kimball High School
Item: Notice of Completion
Services: Installation of a 4" Irrigation Main Line to complete the connection of the irrigation system in the stadium at Kimball High School.
Cost: \$16,850.00 Change Orders: \$431.55 Total Contract: \$17,281.55
Project Funding: Developer/Mitigation Fund

U.	Vendor:	Amtech Building Sciences, Inc..
	Site:	West High School
	Item:	Proposal - Ratify
	Services:	Consultant to survey, provide specifications & drawings, bidding, and site observation to reroof administration, gymnasium, small gym and locker room at West High School.
	Cost:	\$25,125 + Reimbursables (Estimated)
	Project Funding:	General Fund/Deferred Maintenance



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 29, 2012
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2013-2014 School Year

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 Villalovoz School for a total of 23 classes during the 2013-2014 school year. 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 which include listening and following directions as well as using Tier 2 and Tier 3 academic vocabulary with added multi-sensory input. Tier 2 words are vocabulary words which cross over many curricular areas; Tier 3 words are specific to the art curriculum. The prized finished art piece becomes a spring board for writing activities. 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 students' academic vocabulary. This supports District Strategic Goal# 1: Prepare all students for college and career and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: This contract is to be paid with site categorical funding. This contract will not exceed the amount of \$6,600.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2013-2014 School Year

Prepared by: Mrs. Lisa Beeso, Principal, Villalovoz Elementary 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 San Joaquin Office of Education-Artists-in-Schools Program, 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:

Approve Service Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 23 () [] HOURS [x] DAY(s), under the terms of this agreement at the following location

Villalovoz

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 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$6,900. 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 \$6,900 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 September 6, 2013, and shall terminate on May 2, 2013.

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

6. Contractor shall contact the District's designee, Lisa Beeso at (209) 830-3331 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

TI and EIA Funds

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



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

MEMORANDUM OF UNDERSTANDING
(Villalovoz/Inga & Mario)

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

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Villalovoz 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 Mario Tejada, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: September 6, 2013 and include the following dates See Calendar

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

Staff Contact at site: Lisa Rodriguez 209-830-3331 ext. 8054 lmrodriguez@tusd.net

Artist Contact: Inga Perry 825-7212 ingaperry@hotmail.com: Mario Tejada 825-5115 donmario@live.com

III. COMPENSATION

In consideration of the services provided, Villalovoz 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.

Villalovoz
1550 Cypress Drive, Tracy 95376

4/1/13
Date

04-12-13
SANDRA WENDELL, COORDINATOR Date
ARTISTS-IN-SCHOOLS

CONTRACTING OFFICER Date
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 27, 2013
SUBJECT: **Approve Agreement for Special Contract Services with Continuing Development, Incorporated DBA Choices for Children to Provide Services to the First 5 San Joaquin, North Preschool Program for the 2013-2014 School Year.**

BACKGROUND: Since 2006, the District has received grant funding from First 5 San Joaquin to provide school readiness services including preschool to children (age zero to five) and their families. Building Literacy Together is the current school readiness program and serves children and families living within the attendance boundaries of North, Central, McKinley, Jacobson and South/West Park Schools. A cornerstone of Building Literacy Together is North Preschool, a preschool that serves families who do not qualify for subsidized programs. The contract with First 5 San Joaquin to fund Building Literacy Together between July 1, 2013 and June 30, 2014 has been submitted for approval to the Tracy Unified School District Board of Education. An additional aspect of First 5 funding requires that the preschool program support these families by providing social services employees. During the 2012-2013 school year, the District partnered with Continuing Development, Incorporated DBA Choices for Children to provide family support services for families of students enrolled in North Preschool.

RATIONALE: Approving the Agreement for Special Contract Services will allow the District to continue to collaborate with Choices for Children to provide family support services that develop and maintain relationships with families enrolled in North Preschool and ensure families receive comprehensive services through their participation in the program. The District has chosen to partner with Choices for Children because there are no existing positions in the District that are comparable to the Family Support Specialist, and the contract with First 5 San Joaquin requires that these positions be filled. This request supports District Strategic Goal # 7: Develop and utilize partnerships to the achieve District goals.

FUNDING: First 5 San Joaquin provides the funding for the Building Literacy Together Project and has allocated up to \$132,773 to finance the services to be provided by Choices for Children for the period July 1, 2013 through June 30, 2014.

RECOMMENDATION: Approve Agreement for Special Contract Services with Continuing Development, Incorporated DBA Choices for Children to Provide Services to the First 5 San Joaquin, North Preschool Program for the 2013-2014 School Year.

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

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 Continuing Development, Inc. DBA Choices for Children, 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: Employ, train, supervise and evaluate two Family Support Specialists (FSS) who will develop and maintain relationships with families enrolled in the North Preschool program and ensure that they receive comprehensive services through their participation in the program. Comprehensive services include health and social services, disabilities, early childhood education and care services, and a range of parent development training opportunities. The FSS are also responsible for conducting community outreach efforts to identify and develop relationships with community-based organizations that provide other needed services to families.
2. In consideration for the funds to be paid pursuant to paragraph 4, below, Contractor agrees that all employees of the Contractor whose duties include interaction with minors shall be fingerprinted and pass the same back ground review by the Department of Justice and the District as do District employees and volunteers. The District reserves the right to reject the services of any employee of the Contractor for any lawful reason. If the District rejects the services of any employee of the Contractor, the Contractor agrees to provide an alternate employee to provide the agreed upon services.
3. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 40 HOURS/WEEK, under the terms of this agreement at the following locations North School, Central School, McKinley School, Jacobson School, South/West Park School, various community based organizations/agencies throughout San Joaquin County and in the homes of participating families.
4. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay an amount not to exceed a total of \$132,773 for the 2013-2014 fiscal year. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District shall reimburse Contractor in accordance with First 5 San Joaquin policies and the approved Building Literacy Together contract with First 5 San Joaquin according to expenses incurred during Contractor's performance of the services, including but not limited to: mileage, meals and lodging at the District rates. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed approved contract amounts for the term of this agreement.
 - c. District shall make payment on a monthly progress basis and within thirty (30) working days from Contractor's presentation of a detailed invoice 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.
5. The terms of the agreement shall commence on July 1, 2013, and shall terminate on June 30, 2014.
6. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
7. Contractor shall contact the District's designee, Brandi Harrold at (209) 830-3200, x1507 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. 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.

9. This Agreement is for the 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.
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 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.
12. District and Contractor agree that each has had the opportunity to have this Agreement for Special Contract Services reviewed by independent legal counsel.
13. This Agreement for Special Contract Services must be approved by the Board of Education of the Tracy Unified School District.

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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 29, 2013
SUBJECT: Ratify Out of State Travel for Delgel Pabalan to Attend the National Science Foundation (NSF) Robert Noyce Teacher Scholarship Program Conference on May 29-May 31, 2013 in Washington, D.C.

BACKGROUND: Ms. Delgel Pabalan has been selected to represent the UC Davis Math and Science Teaching (MAST) Program at the 8th Annual (NSF) Robert Noyce Teacher Scholarship Program Conference. Ms. Pabalan was a former recipient of the prestigious scholarship when she was a credential student at the UC Davis School of Education. It is necessary to ratify this agenda item due to the late notification from UC Davis.

RATIONALE: Attendees at this conference will learn and share strategies from each other, as well as from the American Association for the Advancement of Science (AAAS) K-12 Science, Technology, Engineering, and Math (STEM) leaders. The conference will focus on STEM instructional strategies, such as cooperative learning and project-based learning. In addition, attendees will be learning about the Next Generation Science Standards and Common Core Standards. This request supports District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: There will be no cost to the District. The MAST Program will pay all the accommodations for this trip such as lodging, transportation, meals and reimburse substitute costs.

RECOMMENDATION: Ratify Out of State Travel for Delgel Pabalan to Attend the National Science Foundation (NSF) Robert Noyce Teacher Scholarship Program Conference on May 29-May 31, 2013 in Washington, D.C.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: May 30, 2013
SUBJECT: **Approve Agreement for Special Contract Services with Bureau of Lectors to Provide Eight Assemblies at South/West Park School during the 2013-2014 School Year**

BACKGROUND: South/West Park has brought in assemblies on diversity and science from the Bureau of Lectors for the past several years. In recognition of this, the School Site Council at South/West Park Elementary School devoted a portion of the site budget for the 2013-2014 school year to allow for assemblies for students. All Bureau of Lectors assemblies will foster a positive environment and encourage acceptance of differences among South/West Park students.

RATIONALE: Bureau of Lectors assemblies focus on fostering a positive environment for all students. The information presented in the assemblies for students will help develop a common language which will recognize the worth of others, develop tools for peaceful conflict resolution, and reinforce the Pillars of Character in peer interactions. These workshops support District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, District Strategic Goal #6: Develop and support a high performing workforce, and District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

FUNDING: These services will not exceed \$3,010. The cost will be funded out of site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Bureau of Lectors to Provide Eight Assemblies at South/West Park School during the 2013-2014 School Year

Prepared by: Ramona Soto, Principal, South/West Park Elementary School

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 Bureau of Lectors 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: Provide Eight Assemblies at South/West Park Elementary during the 2013-2014 school year.
2. Contractor will provide ~~the above~~ services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: South/West Park Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$3,010 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$3,010. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 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 August 12, 2013 and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335 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)/Tax ID #
Date
Title
Address & Phone #

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.

Note:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 29, 2013
SUBJECT: Approve Agreement for Special Contract Services with Conscious Teaching, LLC to Facilitate the Conscious Classroom Management Workshop and Brain Compatible Approaches for Motivating and Engaging Students Workshop for Villalovoz, McKinley, Hirsch and Jacobson Schools During the August 7, 2013 Buy Back Day

BACKGROUND: Rick Smith and Grace Dearborn are professional developers for Conscious Classroom Teaching, LLC. They impart the vision of *Conscious Classroom Management* written by Rick Smith. For Conscious Classroom Management, Rick Smith, the facilitator, will draw on the latest research about classroom management along with his wealth of experience to focus more on the foundations on which to set up the classroom and the preventative measures a teacher should routinely apply so that positive student behavior is increased. He will also provide unique intervention and discipline strategies to use with the most challenging students. For Brain Compatible Approaches for Motivating and Engaging Students, Grace Dearborn, the facilitator, will draw on the latest research about how the brain learns, how to motivate students, and how to increase student engagement, along with her wealth of experience to focus on regular classroom strategies to use with students to optimize learning.

RATIONALE: In 2013, the District has a target of 90% or more of all students demonstrating grade level/subject matter proficiency as measured by appropriate State tests. The District is also committed to providing a safe learning environment for students with the objective of reducing the number of suspensions and expulsions. These two areas affect one another. In order for students to achieve, there must be a safe and engaging learning environment for students where teachers promote positive behavior. Teachers have been provided with professional development in classroom management with a greater focus on building a positive classroom atmosphere as opposed to controlling the classroom with consequences and punishments. Veteran teachers have not had such an

opportunity. Both new teachers and veterans teachers will benefit from the latest research on motivation and engagement, substantiated by how the brain learns, and how to apply such research in the classroom to optimize student learning. This Agenda item 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, District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: This contract is to be paid with site Categorical Funding from all schools participating. Villalovoz, McKinley, Hirsch and Jacobson Schools will each contribute \$900.00 to cover the cost of this contract. This contract will not exceed \$3,600.

RECOMMENDATION: Approve Agreement for Special Contract Services with Conscious Teaching, LLC to Facilitate the Conscious Classroom Management Workshop and Brain Compatible Approaches for Motivating and Engaging Students Workshop for Villalovoz, McKinley, Hirsch and Jacobson Schools During the August 7, 2013 Buy Back Day

Prepared by: Mrs. Lisa Beeso, Principal, Villalovoz Elementary 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 Grace Dearborn, Consiensous Teaching LLC, 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:

Facilitate combo workshop on August 7th, 2013 District Buy Back Day to Villalovoz, Jacobson, McKinley and Hirsch
teachers titled, "Behavior the Brain: Brain-Compatable Strategies for Managing and Motivating Reluctant Learners"

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

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

- a. District shall pay \$ 3,600 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$ 3,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL; [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 August 7th, 2013, and shall terminate on August 7th, 2013.

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Lisa Beeso at (209) 830-3331 x8054 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

Title I

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 for Educational Services and Human Resources
DATE: May 28, 2013
SUBJECT: Approve Agreement for Special Contract Services with Gallo Center of the Arts to Provide the Bully Buster Rides Again Plays South/West Park Elementary on October 23, 2013

BACKGROUND: Bullying has become a problem of national focus. Tracy Unified has shown a commitment to preventing bullying behaviors and to increasing staff capabilities to address issues of bullying. In recognition of this, the School Site Council at South/West Park Elementary School devoted a portion of the site budget to allow for assemblies on diversity for students. The Bully Buster Rides Again play will foster a positive environment for all, encourage acceptance of differences among individuals and develop a common language for addressing issues of bullying and harassment.

RATIONALE: The Bully Buster Rides Again play will focus on fostering a positive environment for all students. The play provides students, teachers and staff with strategies and tools they can use on the school site to reinforce positive surroundings within our school. They will present two assemblies for students at the school. The presentation will help develop a common language which will help students recognize the worth of others, develop tools for peaceful conflict resolution, and reinforce the Pillars of Character in peer interactions. These workshops support District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, District Strategic Goal #6: Develop and support a high performing workforce, and District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

FUNDING: The cost for the two assemblies will not exceed \$1,500 and will be paid out of Site Title 1 Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Gallo Center of the Arts to Provide the Bully Buster Rides Again Plays South/West Park Elementary on October 23, 2013

Prepared by: Ramona Soto, South/West Park Elementary School

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 The Gallo Center for the Arts 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: Provide Two Assemblies at South/West Park Elementary during the 2013/2014 school year.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 days HOURS/DAY (s) FLAT RATE (circle one), under the terms of this agreement at the following location: South/West Park Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$1,500 per HOURLY/DAY/FLAT RATE (circle one), not to exceed a total of \$1,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS, ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 16, 2013 and shall terminate on October 16, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335 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)/Tax ID #

Date

Title

Address & Phone #

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.

Note:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: May 30, 2013
SUBJECT: **Approve Agreement for Special Contract Services and Memorandum of Understanding with Nancy Fetzer; Literacy Connections and South/West Park for the 2013-2014 School Year**

BACKGROUND: English language arts (ELA) achievement continues to be an area of concern for students at South/West Park, particularly English Learners (EL) and Hispanic subgroups. As the move to Common Core Standards takes place, an increased emphasis on writing and reading comprehension strategies will support student success across the curriculum. South/West Park Elementary School will provide Nancy Fetzer Literacy Connections training to site staff during the 2013-2014 academic year.

RATIONALE: Nancy Fetzer has a proven record of providing reading and writing strategies to improve student achievement. During June 2012, staff members from South/West Park attended Nancy Fetzer's summer writing institute, a one-day training focusing on writing strategies. These staff served as trainers for on-going staff development during 2012-2013. South/West Park requests approval to hire Nancy Fetzer for no more than (5) days to continue staff development in reading and writing to improve instructional practices to increase student achievement. 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: Categorical funding, Title II- Teacher Quality and Title I funding will pay for these costs. The total amount paid to Nancy Fetzer's Literacy Connections will not exceed \$8,750.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with Nancy Fetzer; Literacy Connections and Tracy Unified School District (South/West Park) for the 2013-2014 School Year.

Prepared by: Ramona Soto, Principal, South/West Park Elementary

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 Nancy Fetzer Literacy Connections, 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: Provide ongoing Staff Development in Writing and Reading Strategies to improve instructional practices and thus increase student achievement, February 24 - 28, 2014.

2. Contractor will ~~provide the above services(s)~~, as outlined in Paragraph 1, for a period of up to a total of 5 days DAY(s) FLAT RATE (circle one), under the terms of this agreement at the following location: South/West Park Elementary.

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

a. District shall pay \$8,750.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 8,750.00. 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 \$0 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 February 24, 2014 and shall terminate on February 28, 2014.

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335 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)/Tax ID #

Date

Title

Address & Phone #

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.

Note:



Nancy Fetzer's Literacy Connections

South-West Park Elementary
Ramona Soto-Barajas, Principal
501 Mount Oso Road
Tracy, CA 95376

March 9, 2013

Dear Ramona:

I am very excited about working at your site. Below is information regarding the inservice days. Also, I have listed items I need from you to confirm our dates.

Dates of Training: February 24-28 of 2013.

Inservice Topic: Schoolwide Reading and Writing Strategies

Consultant Fee: \$1,750 / day X 5 days = \$8,750 (includes expenses).

Purchase Order: Purchase Order totaling \$8,750 is required before delivery of services.

Looking forward to our time together.

Sincerely,



Nancy Fetzer

40500 Valle Vista
Murrieta CA 92562
Phone: (951) 698-9556
Fax: (951) 698-7616



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: June 11, 2013
SUBJECT: Approve Agreement for Special Contract Services with Soul Shoppe to Provide Eight (One Day) Workshop Sessions for Students, Two Parent Meetings, Two Classified Staff Training Meetings and One Staff In-Service Training

BACKGROUND: Bullying has become a problem of national focus. Tracy Unified has shown a commitment to preventing bullying behaviors and to increasing staff capabilities to address issues of bullying. In recognition of this, the School Site Council at South/West Park Elementary School devoted a portion of the site budget to allow for assemblies and presentations to students and staff. Parents will also benefit from an informational meeting. All Soul Shoppe programs will foster a positive environment for all, encourage acceptance of differences among individuals and develop a common language for addressing issues of bullying and harassment.

RATIONALE: Soul Shoppe assemblies and workshops focus on fostering a positive environment for all students. The Soul Shoppe student presentation format provides teachers and staff with strategies and tools they can use on the school site to reinforce positive surroundings within our school. The Soul Shoppe parent informational meeting provides parents with relational techniques and anti-bullying strategies so they can assist their children at home. The information presented in the workshops for students and the in-service for teachers and staff will help develop a common language which will recognize the worth of others, develop tools for peaceful conflict resolution, and reinforce the Pillars of Character in peer interactions. These workshops support District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, District Strategic Goal #6: Develop and support a high performing workforce, and District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

FUNDING: The cost for services will not exceed \$8,000 and will be paid out of Site Categorical Funds: EIA and Title I

RECOMMENDATION: Approve Agreement for Special Contract Services with Soul Shoppe to Provide Eight (One Day) Workshop Sessions for Students, Two Parent Meetings, Two Classified Staff Training Meetings and One Staff In-Service Training

Prepared by: Ramona Soto, South/West Park Elementary School

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 Soul Shoppe 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: Provide Eight (One Day) Workshop Sessions for Students, Two Parent Meetings, Two Classified Staff Training Meetings and One Staff In-Service Training during the 2013/2014 school year.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 13 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: South/West Park Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$8,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 8,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; ☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [☒] MONTHLY PROGRESS BASIS, [☐] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 12, 2013 and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335 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)/Tax ID #

Date

Title

Address & Phone #

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.

Note:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 29, 2013
SUBJECT: Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at South/West Park School for the 2013-2014 School Year

BACKGROUND: As part of the South/West Park Elementary School Plan Evaluation this year, the school administration determined that there is a critical need for counseling services at South/West Park School. The School Site Council approved a total of \$20,000 of Title I funds to be used to provide counseling at South/West Park School during the 2013-2014 school year.

RATIONALE: We are requesting the counseling services of Valley Community Counseling Services. The counselors will provide up to 330 hours of counseling services. They will work with children struggling with such issues as divorced parents, social adjustment, loneliness, and drug dependent families. In order for students to benefit from school, they need help and support in dealing with these issues. Valley Community Counseling Services is able to provide these services in both Spanish and English. This supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The total cost of this program is \$20,000 and will be paid with Site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at South/West Park School for the 2013-2014 School Year

Prepared by: Ramona Soto, Principal, South/West Park 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 Valley Community Counseling Services, 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: Provide Counseling at South/West Park School for the 2013-2014 School Year.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 330 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location South/West Park School, 501 W. Mt. Oso, Tracy, California..
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$ 60.00 per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$20,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [☐] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on August 12, 2013, and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon (30) days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
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 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.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

Consultant Signature (1)

Social Security Number or TIN number (2)

Date

Title

Address

City/State/Zip

Phone Number

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 company title, such as president.
- 2 Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

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Glenda Borejko Page 2 03/10/1998



*Valley
Community
Counseling
Services*

CORPORATE OFFICE
6707 Embarcadero Drive
Stockton, CA 95219
(209) 956-4240
Fax (209) 956-4245

Contract with:
South/West Park Elementary School
501 Mt. Oso Road
Tracy, CA 95376

I. Program Services:

Valley Community Counseling Services, Inc. will provide counseling services to South/West Park Elementary School for the 2013/2014 school year. A VCCS counselor will be on site four days per week, five hours per day.

II. Service Fees:

- A. South/West Park School will pay to Valley Community Counseling Services, Inc. the sum of \$60.00 for each hour of service.
- B. These services will be provided for an average of twenty hours per week.
- C. Valley Community Counseling Services, Inc. will bill South/West Park School for an average of twelve hours per week.
- D. This contract will not exceed \$20,000.00.
- E. This contract may be modified by written consent of both parties.
- F. This contract may be terminated by either party with a thirty (30) day written notice.

David D. Love, Executive Director
Valley Community Counseling

Ramona Soto, Principal
South/West Park School

☐ STOCKTON CLINIC
6707 Embarcadero Dr.
Stockton, CA 95219
(209) 956-4240
(209) 956-4245 Fax

☐ LODI CLINIC
1300 W. Lodi Ave., Ste. G-2
Lodi, CA 95242
(209) 334-2126
(209) 369-8406 Fax

☐ DRINKING DRIVER PROGRAM
110 N. Sherman Avenue
Manteca, CA 95336
(209) 823-1911
(209) 823-4411 Fax

☐ MANTECA CLINIC
129 E. Center Street, Ste. 3
Manteca, CA 95336
(209) 239-1249
(209) 239-5978 Fax

☐ TRACY CLINIC
19 East 6th Street
Tracy, CA 95376
(209) 835-8583
(209) 835-2910 Fax



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 25, 2013
SUBJECT: Approve Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling and Other Services

BACKGROUND: The Prevention Services Office coordinates the Student Assistant Program (SAP) which includes prevention and early intervention services, mandatory counseling for substance abuse violations, anger management counseling, unauthorized group awareness counseling and individual on-site gang intervention. Every year, over 200 students are mandated to attend one of our intervention group counseling programs. Over 100 students are seen for individual counseling and/or crisis-intervention during the school year.

RATIONALE: Students suspended or expelled for substance abuse violations, fighting and/or gang involvement are frequently mandated to attend counseling. Point Break Adolescent Resources offers a variety of services including substance abuse counseling, anger management counseling, unauthorized group awareness counseling, on-site gang intervention services, middle school life skills counseling and individual counseling and support. This supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Fees for services are \$1,200 per month. The total expected cost for 2013-2014 school year is \$11,400 as the services will begin mid-August, 2013. The fees for counseling services will be paid through General Funds. All Point Break Workshops and Assemblies are provided at no additional cost to the District.

RECOMMENDATION: Approve Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling and Other Services

Prepared by: Joan E. McCready, Coordinator Prevention Services Office

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 Point Break Adolescent Resources, 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: Psychoeducational individual and group counseling for students referred through the District Disciplinary Review Board or Site Administration for mandatory substance abuse counseling, anger management counseling, gang awareness and intervention services, individual counseling, workshops and assemblies and other special needs.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 9 months and 3 weeks **Months/Weeks** (circle one), under the terms of this agreement at the following location District office and school sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$1,200 per **HOUR/MONTH/FLAT RATE** (circle one), not to exceed a total of \$11,400.00 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 \$ N/A for the term of this agreement.
 - c. District shall make payment on a [X] **MONTHLY PROGRESS BASIS**, [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a 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 August 12, 2013 and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon thirty days written notice.
6. Contractor shall contact the District's designee, Joan E. McCready, Coordinator at (209) 830-3218 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:

Joel Wurgler

Consultant Signature (1)

914-70-8137

Social Security Number (2)

Executive Director

Title

1102 N. School Ave.

Address

Stockton, Ca. 95205

Tracy Unified School District

Date

Account Number to be Charged:

01-0000-0-1110-2100-5800-800-2402

Prevention Services Office

Department/Site Approval

Joan E. McCready

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.

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 14, 2013
SUBJECT: Approve Agreement for Special Contract Services with Valley Community Counseling Services

BACKGROUND: The Prevention Services Office coordinates the Prevention and Early Intervention (PEI) program funded through San Joaquin County Behavioral Health Services and overseen by San Joaquin County Office of Education. PEI funds are used for mental health services for students throughout the District and include assessment, crisis intervention, onsite counseling, off-site referrals and other services as needed. During the 2013/2014 school year, PEI will expand to include suicide awareness and prevention workshops for staff. The workshops will focus on identifying the signs of depression and suicidal ideation as well as actions to take when necessary.

RATIONALE: Students experiencing mental health issues are often at risk for depression, suicidal behaviors or self-harm. During the 2012-2013 school year, over 300 students were referred for mental health services. Interventions were provided on various school sites with trained counselors. In addition, 10 school sites received mental health training during the school year. The goal was to inform staff about the early signs of mental health problems, the possible causes and steps for intervention. Valley Community Counseling Services provided the trainings and will continue mental health and suicide prevention trainings during the 2013-2014 school year. This supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Fees for services are \$500 per workshop. The total expected cost for 2013-2014 school year is \$2,500.00. The fees for counseling services will be paid through Prevention and Early Intervention (PEI) funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling Services

Prepared by: Joan E. McCready, Coordinator Prevention Services Office

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 Valley Community Counseling Services, 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: Workshops for staff regarding mental health assessments and interventions for students identified as in need of counseling services including but not limited to suicide awareness, co-occurring disorders, substance abuse and other mental health disorders.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/workshops Months/Weeks (circle one), under the terms of this agreement at the following location District office and school sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$500 per HOUR/MONTH/FLAT RATE (circle one), not to exceed a total of \$2,500. 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 August 12, 2013, and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon thirty days written notice.
6. Contractor shall contact the District's designee, Joan E. McCreedy, Coordinator at (209) 830-3218 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:

David Love

Consultant Signature (1)

94-2468972

Social Security Number (2)

Executive Director

Title

6707 Embarcadero Drive.

Address

Stockton, Ca. 952019

Tracy Unified School District

Date

Account Number to be Charged:

01-9014-0-1110-3110-5800-820-2402

Prevention Services Office

Department/Site Approval

Joan E. McCreedy

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.

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: June 3, 2013
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin
County Office of Education (SJCOE) Science Department to Provide
Interactive Science Days at South/West Park School during the
2013-2014 School Year**

BACKGROUND: The San Joaquin County Office of Education (SJCOE) Science Department will provide two full days of Interactive Science Days to all students three times during the 2013-2014 school year. All students will have an opportunity to participate once a trimester.

RATIONALE: Science is a major focus for the integration period of the South/West Park school day where the students from all three programs (GATE, Conventional and Bilingual) work together. These Science Interaction days will provide the students with opportunities to explore different Science stations in the cafeteria. Exposure to hands on science enhances classroom learning. Staff at South/West Park School believe that this exposure is important and a critical part of a sound educational environment. This workshop supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The total cost of this program is \$4,500 and will be paid with Site EIA funds.

RECOMMENDATION: Approve Agreement for Special Contract Services San Joaquin County of Education (SJCOE) Science Department to Provide Interactive Science Days at South/West Park School for the 2013-2014 School Year.

Prepared by: Ramona Soto, Principal, South/West Park 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 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:

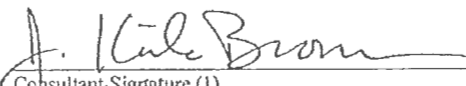
1. Contractor shall perform the following duties: Provide Interactive Science Days at South/West Park School for the 2013-2014 School Year.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 6 (Six) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 501 W. Mt. Oso, Tracy, California..
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$ 750.00 per HOUR / DAY FLAT RATE (circle one), not to exceed a total of \$4,500.00. 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 at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on August 12, 2013, and shall terminate on May 30, 2014.
5. This agreement may be terminated at any time during the term by either party upon (30) days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

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.

8. 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.
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 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.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:


Consultant Signature (1)

Social Security Number or TIN number (2)

5/24/13

Date

Director, Science + Special Projects

Title

2707 Transworld Drive

Address

Stockton, CA 95213 95206

City/State/Zip

209-468-4880

Phone Number

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 company title, such as president.
- 2 Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

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Glenda Borejko Page 2 03/10/1998


Greg Clark, Director of Operations



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

Proposal:

Science Staff Development and Student Enrichment for 2013-14
Preliminary Proposal for South/West Park:

Overall Goals:

This work is for the implementation of six *Science Interaction Days* at South West Park Elementary School in Tracy, CA for two days each Trimester.

Specifics:

1. Twice per trimester SJCOE Science and Special Projects (SJCOE SSP) will provide the kits and supplies to have a "Science Interaction Day" set up in the multipurpose room for grades K-5. (\$750 per day with us executing all aspects of the day) = (\$4,500)

Summary:

SJCOE SSP is willing to provide the services above to the staff of South West Park during the 2013-14 school year. This is a menu of services and can be expanded or reduced based upon your needs.

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

Kirk Brown
Director of Science and Special Projects
San Joaquin County Office of Education
209-468-4880
kbrown@sjcoe.net



TRACY

UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 31, 2013
SUBJECT: **Approve Agreement for Special Contract Services with International Center for Leadership in Education, Inc. to Hire Consultants to Provide Staff Development to District Management Team on the Common Core State Standards (CCSS) on Thursday, August 1, and Friday August 2, 2013**

BACKGROUND: The Common Core State Standards (CCSS) are rigorous, research-based standards for English-language arts and mathematics for grades K-12. These English language arts and mathematics standards represent a set of expectations for student knowledge and skills that high school graduates need to master to succeed in college and careers. The standards are internationally benchmarked to ensure that our students are able to compete with students around the world and are focused, clear, allowing students, parents and teachers to understand what is expected of them. In August 2010, the California State Board of Education (SBE) voted unanimously to adopt the new standards for both English-language arts and mathematics to be fully implemented beginning in the 2014-2015 school year.

It is important to bring recognized experts in this field to provide training for District staff as we plan for the implementation of the CCSS. Therefore, the District plans to hire consultants from the International Center for Leadership in Education, Inc. to provide training to Management Team on Thursday, August 1 and Friday August 2, 2013.

Founded in 1991, the International Center for Leadership in Education, Inc. has a wealth of experience in assisting schools and districts in implementing organizational changes that translate into world-class curriculum, instruction, and assessment systems. International Center staff, keynote speakers, consultants, and trainers share their expertise in the management of change, achieving high standards, curriculum development and customized solutions for their clients.

RATIONALE: As we complete the first decade of the 21st century, educators must understand that students need a different and more diverse set of skills than their parents were taught a generation ago. The changing nature of work, technology, and competition in the global job market has far outpaced what the U.S. education system provides for students, despite the ongoing efforts of educators and communities to improve their schools.

This two day training will focus on the content, structure and implementation of the CCSS as well as providing site administrators with an understanding of the instructional shift that is occurring and the expectations this places on all teachers and students. The International Center consultants will support this work by facilitating the District through a focused program of transition planning and implementation of the plan, through the use of strategic tools that are tailored to TUSD's needs and resources.

There is a need for ongoing training and staff development for administrators and support staff. Like last year, the training will be provided at the ICGG. This meets Strategic Goal #1: Prepare all students for college and careers, Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap is closed and Goal #6: Develop and support a high performing workforce.

FUNDING: This Agreement for Special Contract Services with International Center for Leadership in Education, Inc. will not exceed \$22,800 and will be paid out of District Title II Categorical funds for Staff Development.

RECOMMENDATION: Approve Agreement for Special Contract Services with International Center for Leadership in Education, Inc. to Hire Consultants to Provide Staff Development to District Management Team on the Common Core State Standards (CCSS) on Thursday, August 1, and Friday August 2, 2013

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and International Center for Leadership in Educational, 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: Provide consultants for two days of training for Management Team on August 1, and 2, 2013 on the Common Core State Standards
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 Days () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location TUSD I.G.C.G.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$22,800.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$22,800.00. 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 \$0.00 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 August 1, 2013, and shall terminate on August 2, 2013.
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, Dr. Sheila Harrison at (209) 830-3260 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.

April 18, 2013

Dr. Sheila Harrison
Assistant Superintendent
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Dear Sheila:

This letter memorializes the agreement between the International Center for Leadership in Education, Inc. (ICLE) and Tracy Unified School District regarding consulting services ICLE agrees to provide in exchange for the fee described below.

Description of Services:	Two-Day CCSS Implementation & Instructional Excellence Workshops August 1-2, 2013
Total Cost:	\$22,800 <i>inclusive of travel expenses</i>

Client agrees to pay the fee set forth above upon receipt of invoice following completion of work. A cancellation fee of \$1,500 will be charged if the presentation is cancelled less than sixty (60) days before the presentation date.

Please indicate Client's acceptance of this Agreement by signing in the space provided below and returning this to me. The delivery of the services is not confirmed until ICLE receives this Agreement signed by Client. ICLE looks forward to working with you.

Sincerely,



Todd Daggett
Senior Vice President

CLIENT: Tracy Unified School District

Agreed to and accepted this _____ day of _____, 2013

By: _____
(Signature)

Print Name: _____

Title: _____

Purchase Order # _____



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 29, 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>
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None

BACKGROUND:

CLASSIFIED CONFIDENTIAL
MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Johnson, Stacy Personnel Technician/ Livescan	HR	05/27/13	Accepted Personnel Technician for Certificated Employees position

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Canas, Ana Food Service Worker	Kelly/ McKinley	5/20/13	Personal
Harrison, Ventrice Food Service Worker	WHS	5/21/13	Personal

BACKGROUND:**CERTIFICATED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Serna, Yolanda 2 nd Grade Teacher	Central	6/1/13
Founts, Kristin Special Education Teacher	THS	6/5/13

BACKGROUND:**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Blanchard, Cheryl SDC Teacher	WMS	7/10/13	Personal
Schneider, Debra Social Studies Teacher	WHS	5/31/13	To accept the Director of Instructional Media Services with TUSD
Gale, Peter English Teacher	KHS	5/31/13	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 29, 2013
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Schneider, Debra

CERTIFICATED MANAGEMENT

Director of Instructional Media Services
(Replacement)
District Education Center – Instructional Media Services
Class LME 47, Step A
\$94,162.75
Funding: 40% General Unrestricted,
30% Title I, 30% EIA

BACKGROUND:

Johnson, Stacy

CLASSIFIED CONFIDENTIAL
MANAGEMENT

Personnel Technician for Certificated Employees
(Replacement)
District Education Center – Human Resources
Salary Schedule LMH, Range 13,
Step E - \$27.55 per hour
8 hours per day
Funding: General Fund

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 for Educational Services and Human Resources
DATE: June 4, 2013
SUBJECT: Ratify Employment of 2013 Summer School Staff

BACKGROUND: Applications for summer school were received from staff, and interviews were conducted for the 2013 summer school session. Assignments for the 2013 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made. This agenda item needs to be ratified due to the finalizing of student enrollment and staffing needs for summer school.

This agenda item meets District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Summer School Funding

RECOMMENDATION: Ratify Employment of 2013 Summer School Staff

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

SUMMER SCHOOL STAFF 2013

Last	First	Classification	Summer School Position	Total Pay
Harvey	Christopher	Mgmt	Summer School Administrator	\$ 6,405.75
Gill	Ranvir	Certificated	Biology (Credit Recovery)	\$ 4,697.55
Tanner	Rich	Certificated	Algebra Academy	\$ 3,252.15
Wittkowske	Debbie	Certificated	Algebra Academy	\$ 3,252.15
Kalnins	Paul	Certificated	Algebra (Credit Recovery)	\$ 4,697.55
James	Theresa	Certificated	Trigonometry	Will submit timesheet for hours worked
Dituri	Donna	Certificated	ILC	\$ 4,697.55
Lee	Kenneth	Certificated	ILC	\$ 4,697.55
Hillstead	Erica	Certificated	Cyber High - Job Share	\$ 1,987.43
Peltz	Theresa	Certificated	Cyber High - Job Share	\$ 2,420.28
Stiles	Wesley	Certificated	Cyber High	\$ 4,697.55
Westcott	Misty	Certificated	Migrant Education (Math)	\$ 3,794.18
Swisher-Coker	Deborah	Certificated	Migrant Education (Math)	\$ 3,794.18
Odoko	Bola	Certificated	Migrant Education (Math)	\$ 3,794.18
Carlfeldt	Cynthia	Certificated	Brainiac Academy	\$ 3,794.18
Scanlon	Candelaria	Certificated	Brainiac Academy	\$ 3,794.18
Kassel	Jennifer	Certificated	Brainiac Academy	\$ 3,794.18
Hughes	Melissa	Certificated	Brainiac Academy	\$ 3,794.18
Greer	Cindy	Certificated	Brainiac Academy	\$ 3,794.18
Cauble	Christa	Certificated	Brainiac Academy	\$ 3,794.18
Mireles-Jacinto	Brenda	Certificated	Special Ed Pre K	\$ 3,794.18
Thomas	Crystal	Certificated	Special Ed Pre K	\$ 3,794.18
Duran	Gustavo	Certificated	Special Ed K/1	\$ 3,794.18
Goucher	Robin	Certificated	Special Ed K/1	\$ 3,794.18
Blanchard	Cheryl	Certificated	Special Ed 2/3	\$ 3,794.18
Miranda	Leila	Certificated	Special Ed 2/3	\$ 3,794.18
Baltazar	Anna	Certificated	Special Ed 4/5	\$ 3,794.18

Last	First	Classification	Summer School Position	Total Pay
Golfo	Jo-Ann	Certificated	Special Ed 4/5	\$ 3,794.18
Sailsbery	Tiffany	Certificated	Special Ed 6/7/8	\$ 3,794.18
Lopez	Manuel	Certificated	Special Ed Credit Recovery	\$ 4,697.55
Saldanha	Judith	Certificated	Special Ed Credit Recovery	\$ 4,697.55
Khuon	Tida	Certificated	Special Ed High School SH	\$ 4,697.55
Tavares	Bernadete	Certificated	Special Ed High School SH	\$ 4,697.55
Duran	Gustavo	Certificated	Young Adult SH	\$ 4,697.55
Abney-Xuereb	Karen	Certificated	Kinder Bridge Program	\$ 1,182.60
Carlson	Sarah	Certificated	Kinder Bridge Program	\$ 1,182.60
Demarest	Christina	Certificated	Kinder Bridge Program	\$ 1,182.60
DeMott-Hallen	Chere	Certificated	Kinder Bridge Program	\$ 1,182.60
Abed	Josefina	Classified	Kinder Bridge Para Educator	\$ 421.96
Alexander	Sharon	Classified	Spec. Ed. Para Educator	\$ 1,699.50
Alvaro	Sherri	Classified	Spec. Ed. Para Educator	\$ 1,740.20
Aranda	Charmaine	Classified	HS Attendance Clerk	\$ 2,829.53
Baker	Terri	Classified	Spec. Ed. Para Educator	\$ 2,135.70
Buksh	Shahieda	Classified	Spec. Ed. Para Educator	\$ 1,657.70
Butler	Geraldine	Classified	Food Service Worker	\$ 258.66
Castelhano	Janet	Classified	Food Service Worker	\$ 1,307.67
Dander	Liane	Classified	Spec. Ed. Para Educator	\$ 2,034.45
David	Imelda	Classified	Spec. Ed. Para Educator	\$ 2,034.45
Franco	Tina	Classified	Food Service Worker	\$ 1,070.94
Gaydosh	Cheryl	Classified	Spec. Ed. Para Educator	\$ 1,699.50
Green	Jamie	Classified	Food Service Worker	\$ 2,845.26
Grimes	Christine	Classified	Spec. Ed. Para Educator	\$ 1,580.70
Hartman	Susan	Classified	Spec. Ed. Para Educator	\$ 1,699.50
Hong	Hey Joo	Classified	Spec. Ed. Para Educator	\$ 1,939.95
Horabuena	Gloria	Classified	65 Spec. Ed. Para Educator	\$ 1,782.00

Last	First	Classification	Summer School Position	Total Pay
Juarez	Nina	Classified	Spec. Ed. Para Educator	\$ 2,748.96
Kalia	Meenakshi	Classified	Spec. Ed. Para Educator	\$ 1,688.85
Kouda	Marika	Classified	Math Para Educator	\$ 1,130.25
Laurella	Teresa	Classified	Spec. Ed. Para Educator	\$ 1,376.10
Lauron-Ramos	Shirley	Classified	Spec. Ed. Para Educator	\$ 1,657.70
Loayza-Guerra	Monica	Classified	Kinder Bridge Para Educator	\$ 350.28
Marino	Chiara	Classified	Spec. Ed. Para Educator	\$ 2,034.45
Montemayor	Priscilla	Classified	Food Service Supervisor	\$ 7,036.48
Mota	Esmeralda	Classified	Kinder Bridge Para Educator	\$ 474.60
Muzzi	Rosa	Classified	Spec. Ed. Para Educator	\$ 1,740.20
Naasko	Mary	Classified	Spec. Ed. Para Educator	\$ 1,657.70
Navarro	Mariam	Classified	Elem Attendance Clerk	\$ 2,181.96
Nethaway	Rebecca	Classified	Math Para Educator	\$ 1,029.75
O'Leary	Jody	Classified	Spec. Ed. Para Educator	\$ 1,657.70
Pedersen	Valerie	Classified	Spec. Ed. Para Educator	\$ 2,085.75
Pemberton	Christine	Classified	Spec. Ed. Para Educator	\$ 1,864.50
Philpott-Cefalu	Jamie	Classified	Spec. Ed. Para Educator	\$ 1,699.50
Pimental	Christine	Classified	Spec. Ed. Para Educator	\$ 1,657.70
Ramey	Joan	Classified	Spec. Ed. Para Educator	\$ 2,455.65
Ramirez	Lucia	Classified	Spec. Ed. Para Educator	\$ 1,699.50
Randisi	Mechelle	Classified	Spec. Ed. Para Educator	\$ 1,688.85
Reed	Judith	Classified	Kinder Bridge Para Educator	\$ 367.08
Robledo	Lisa	Classified	Spec. Ed. Para Educator	\$ 2,034.45
Shears	Lori	Classified	Spec. Ed. Para Educator	\$ 2,034.45
Silva	Rebecca	Classified	Kinder Bridge Para Educator	\$ 432.60
Swaney	Alicia	Classified	Food Service Worker	\$ 1,782.96
Victor	Berenice	Classified	Food Service Worker	\$ 1,276.02



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: June 3, 2013
SUBJECT: Approve Amendment to Superintendent's Contract

BACKGROUND: Almost all contracts for superintendents are for multiple year terms. As with any contract, they are subject to modification by mutual agreement at any time. Modifications in contracts are often made in conjunction with the evaluation process. The Superintendent's contract is reviewed by the Board each year as part of the overall evaluation process. The Superintendent was evaluated during a closed session meeting held at a Board meeting on May 14, 2013. The amendment is the same except for the changes noted below.

RATIONALE: Following a review of the terms and conditions of the Superintendent's contract by the Board and a later discussion with the Superintendent, the following changes are in the amendment and are presented to the Board for consideration for approval:

1. **Term:** Modify the term by changing the final date from "June 30, 2013" to "June 30, 2014," thus extending the contract by one year.

Government Code requires that changes in an employment contract shall be approved in open session by the Governing Board and be reflected in the minutes of the meeting. Our existing contract requires that any change to it be in writing.

FUNDING: General Fund

RECOMMENDATION: Approve Amendment to the Superintendent's Contract.

Prepared by: Dr. James C. Franco, Superintendent

Tracy Unified School District

**AMENDMENT DATED JUNE 11, 2013, TO
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This is an Amendment to the Superintendent's Contract of Employment ("Contract") entered into on the 1st day of July 2002, and the Amendment dated July 1, 2007, between the Governing Board ("Board") of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT ("TUSD"), through its Board of Trustees, and DR. JIM FRANCO ("Superintendent"). The following sections of the Agreement/Amendment shall be modified as follows:

1. Modify **TERM** to read as follows:

IT IS HEREBY AGREED by and between the BOARD and SUPERINTENDENT that pursuant to Education Code section 35031, the BOARD and the SUPERINTENDENT acknowledge that the existing employment agreement between them effective July 1, 2006 and ending June 30, 2013 will expire on June 30, 2013. The intent of the parties is to amend the existing agreement and extend its term for one year, which began the 1st day of July, 2006, and shall terminate on the 30th day of June, 2014. Both parties agree that Dr. Franco shall perform the duties of the SUPERINTENDENT to and for TUSD as prescribed by the laws of the State of California and by the rules and regulations made hereunder by the BOARD, consistent with the laws of the State of California.

Agreed in a duly called meeting this 11th day of June, 2013, in Tracy, California, by formal action of the Governing Board of the Tracy Unified School District

Dr. James C. Franco, Superintendent

Greg Silva, President
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 10, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 5113, Absences and Excuses (First Reading)

BACKGROUND: The Tracy Unified School District Board approved Administrative Regulation 1312.3 on November 10, 2009. Pursuant to Education Code 42238.8, the determination of an absence as excused or unexcused is irrelevant for accounting purposes. However, verification of excused absences is still relevant for purposes of enforcement of compulsory education laws and for the determination of whether a student is truant. Pursuant to Education Code 48260, students with a valid excused absence are not considered truant. In addition, this classification is important since California's welfare system (CalWORKS), Welfare and Institutions Code 11253.5, sets family grant eligibility requirements based upon whether a child is "regularly attending school."

RATIONALE: Revise Administrative Regulation 5113 in accordance to Assembly Bill 2616 and to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers.

FUNDING: None

RECOMMENDATION: Acknowledge Revised Administrative Regulation 5113, Absences and Excuses (First Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

ABSENCES AND EXCUSES**Absences and Excuses**

AR 5113
Students

Excused Absences

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

1. Personal illness (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)

(cf. 5112.2 - Exclusions from Attendance)

3. Medical, dental, optometric, or chiropractic appointment (Education Code 48205)
4. Attendance at funeral services for a member of the immediate family, which shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state (Education Code 48205)

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

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

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

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

TUSD Adopted: ~~September 18, 2009~~ (TBD)

ABSENCES AND EXCUSES

- d. Attendance at religious retreats not to exceed four hours per semester
- e. Attendance at an employment conference
- f. Attendance at an educational conference offered by a nonprofit organization on the legislative or judicial process
- 8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

(cf. 6142.3 - Civic Education)

- 9. **To spend time with his/her immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)**

(cf. 6173.2 - Education of Children of Military Families)

- 10. Participation in religious exercises or to receive moral and religious instruction in accordance with district policy (Education Code 46014)

- a. In such instances, the student shall attend at least the minimum school day.
- b. The student shall be excused for this purpose on no more than four days per school month.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Method of Verification

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

The following methods may be used to verify student absences:

- 1. Written note, fax, email, or voice mail from parent/guardian or parent representative.
- 2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the

TUSD Adopted: September 18, 2009 (TBD)

ABSENCES AND EXCUSES

following:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: May 10, 2013
SUBJECT: Adopt Revised Board Policy 5113, Absences and Excuses (First Reading)

BACKGROUND: The Tracy Unified School District Board approved Board Policy 5113 on November 10, 2009. Pursuant to Education Code 42238.8, the determination of an absence as excused or unexcused is irrelevant for accounting purposes. However, verification of excused absences is still relevant for purposes of enforcement of compulsory education laws and for the determination of whether a student is truant. Pursuant to Education Code 48260, students with a valid excused absence are not truant. In addition, this classification is important since California's welfare system (CalWORKS), Welfare and Institutions Code 11253.5, sets family grant eligibility requirements based upon whether a child is "regularly attending school."

RATIONALE: Revise Board Policy 5113 in accordance with Assembly bill 2616, Chapter 432, to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers.

FUNDING: None

RECOMMENDATION: Adopt Revised Board Policy 5113, Absences and Excuses. (First Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum.

ABSENCES AND EXCUSES**Absences and Excuses**

BP 5113

Students

The Governing Board believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws, and may use appropriate legal means to correct problems of chronic absence or truancy.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5113.1 - Chronic Absence and Truancy)

Excused Absences

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

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

At the beginning of each school year, the Superintendent or designee shall send a notification to the parents/guardians of all students, and to all students in grades 7-12, informing them that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)

(cf. 5145.6 - Parental Notifications)

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

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulations in accordance with district policy. (Education Code 46014) In such instances; this should be requested in advance, to attend religious instruction, an observance of a holiday or religious ceremony of his or her religion. The student shall attend at least the minimum school day. The student shall be excused for this purpose on no more than four days per school month.

TUSD Board Approved November 10, 2009 (TBD)

ABSENCES AND EXCUSES

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)
(Education Code 46014)

Effect of Absence on Grades/Credits

If a student's absence is excused under Education Code 48205, he/she shall be allowed to complete any missed assignment or test that can be reasonably given, as determined by the teacher of that class. The student shall be given full credit for the assignment or test if he/she satisfactorily completes the assignment or test within a reasonable period of time. (Education Code 48205)

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

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6154 - Homework/Makeup Work)

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)
2550-2558.6 Computation of revenue limits
37201 School month
37223 Weekend classes
41601 Reports of average daily attendance
42238-42250.1 Apportionments
46000 Records (attendance)
46010-46014 Absences
46100-46119 Attendance in kindergarten and elementary schools
46140-46147 Attendance in junior high and high schools
48200-48208 Children ages 6-18 (compulsory full-time attendance)
48210-48216 Exclusions from attendance
48240-48246 Supervisors of attendance
48260-48273 Truants
48292 Filing complaint against parent
48320-48324 School attendance review boards
48340-48341 Improvement of student attendance
49067 Unexcused absences as cause of failing grade
49701 Provisions of the interstate compact on educational opportunities for military children

ELECTIONS CODE

12302 Student participation on precinct boards

TUSD Board Approved November 10, 2009 (TBD)

ABSENCES AND EXCUSES

FAMILY CODE

6920-6929 Consent by minor

VEHICLE CODE

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

WELFARE AND INSTITUTIONS CODE

601-601.4 Habitually truant minors

11253.5 Compulsory school attendance

CODE OF REGULATIONS, TITLE 5

306 Explanation of absence

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

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168 (2004)

66 Ops.Cal.Atty.Gen. 244 (1983)

COURT DECISIONS

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

Management Resources:

CSBA PUBLICATIONS

Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

WEB SITES

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

(2/98 11/99) 11/11



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: May 21, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment (First Reading)

BACKGROUND: The Tracy Unified School District Board acknowledged Administrative Regulation 5116.1 on October 26, 2010, pursuant to Education Code 35160.5 which mandates that governing boards establish an open enrollment policy within the district for residents of the district.

RATIONALE: Revise Administrative Regulation 5116.1 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Acknowledge Revised Administrative Regulation 5116.1, Intra-District Open Enrollment. (First Reading)

Prepared by: Mr. Paul Hall, Director of Student Services & Curriculum

INTRADISTRICT OPEN ENROLLMENT**1. Purpose and Scope**

The Board of Trustees desires to provide options for schools of choice dependent upon space available.

No student currently residing within a school's attendance area shall be displaced by another student. (Education Code 35160.5)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)

If a district school receiving Title I funds are identified for program improvement, corrective action or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school.

2. General Types of Intra-district Transfers (Reasons for transfers)**a. Transfers for Victims of violent Criminal Offense**

If while on school grounds, a student becomes the victim of a violent criminal offense, as defined by the State Board of Education, or attends a school designated by the California Department of Education as persistently dangerous, within a reasonable amount of time he/she shall be provided an option to transfer to another district school or charter school where space is available.

b. Transfers from a "Persistently Dangerous School"

Once a school has been designated "persistently dangerous" by California Department of Education (CDE), parents have the right to transfer their students to another school.

c. Other Intra district Open Enrollment

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intra district open enrollment:

- 1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of those schools and open enrollment applications shall be available at the district office,**
- 2. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are**

INTRADISTRICT OPEN ENROLLMENT

spaces available, a random drawing shall be held from the applicant pool. A waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Late applicants shall not be added to the waiting list for the current year but shall instead wait for a subsequent lottery.

3. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
4. Approved applicants must confirm their enrollment within 10 school days.

Once enrolled, a student shall not be required to reapply for readmission. However, the student may be subject to displacement due to excessive enrollment.

Any complaints regarding the open enrollment process shall be submitted in accordance with the applicable complaint procedure.

(cf. 1312.3 - Uniform Complaint Procedures)

3. General Types of Intra-district transfers (Reason for transfers)

Kindergarten through Eighth Grade Intra District Transfer:

Kindergarten through eighth grade students of parents/guardians who submit applications to the district by January 1 shall be eligible for admissions to their school of choice the following school year under the district's open enrollment policy if space is available.

High School Students (Incoming 9th through 12th grade)

An Intra district application shall be requested when a transfer from one comprehensive high school to another within the Tracy Unified School District is desired. Intradistrict requests are subject to space availability at the desired school.

Intra district Attendance for Specialized Needs

The Board of Trustees shall determine attendance boundaries of the schools of the District, and the Superintendent/designee shall maintain a record of all boundaries.

The District will make every reasonable effort to meet the academic and social needs of all its students. Typically, students are enrolled in the District's school where the parent/legal guardian resides. In addition, when students are unable to make a satisfactory adjustment to the academic program and social life at the comprehensive high school, the District offers alternative

INTRADISTRICT OPEN ENROLLMENT

educational programs which are designed to better meet their special needs and interests. However, the district offers enrollment options under specific criteria.

Caregiver Affidavits

In accordance with Family Code 6550-6552, students shall be considered residents of the district. The school district may require additional reasonable evidence that the caregiver lives at the address provided.

Involuntary Transfer to Alternative Education Programs

The comprehensive high school will make every reasonable effort to ensure a student's success prior to recommending an involuntary transfer to an alternative school provided that the student may be involuntarily transferred the first time he/she commits an act enumerated in Education Code 48900 if the principal determines that the student's presence causes a danger to persons or property or threatens to disrupt the instructional process.

A cooperative effort, between the school staff and parents or guardians, will attempt to bring about a student's satisfactory adjustment to the academic program and social life at the District comprehensive high schools.

Voluntary Transfer to On-site Alternative Education Programs

A student younger than sixteen (16) years of age may be allowed to voluntarily transfer to the on-site continuation high school program.

Voluntary Transfer to Full-time Tracy Adult School Classes

Before Students the age of eighteen (18) transfers to an adult school program on a full-time basis, they must comply with the following requirements:

Transferring an Alternative Education Student to a Comprehensive High school

Before being transferred to one of the District's comprehensive high schools, A student who was involuntarily transferred transfers to from the continuation school **to a comprehensive high school** must:

Attendance must be 95%

A return contract must be completed and approved.

4. Procedures

A. Transfers for Victims of Violent Criminal Offense:

1. Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee.

2. In determining whether a student has been a victim of a violent criminal offense, the

INTRADISTRICT OPEN ENROLLMENT

Superintendent or designee shall consider the specific circumstances of the incident on a case-by-case basis and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

3. The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

B. Transfers from a "Persistently Dangerous" School

~~1. Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide written notification to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students.~~

~~2. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.~~

~~3. The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations.~~

~~4. For students who accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE.~~

~~5. If parents/guardians decline the assigned school, the student may remain in his/her current school.~~

~~6. The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous."~~

~~7. The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.~~

Upon receipt of notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," the Superintendent or designee shall provide parents/guardians of students attending the school with the following notifications:

INTRADISTRICT OPEN ENROLLMENT

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation
2. Within 20 days of receipt of the notification from CDE, notice of the option to transfer their child

(cf. 0450 - Comprehensive Safety Plan)

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written request to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an inter district transfer program in the event that space is not available in a district school.

(cf. 5117 - Inter district Agreements)

C. Kindergarten through Eighth Grade Intra District Transfer Procedures

1. Student transportation is the responsibility of the parent.
2. Enrollment in a school of choice shall be determined by lottery from the eligible applicant pool, and a waiting list shall be established to indicate the order in which students may be accepted as openings occur.

INTRADISTRICT OPEN ENROLLMENT

3. Late applicants shall not be added to the waiting list for the current year.
4. The Superintendent or designee shall inform kindergarten through eighth grade applicants by mail as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reason for denial shall be stated.
5. Applicants who receive approval must confirm their enrollment within ten calendar days.
6. Once a student/parent/guardian accepts a transfer it can not be rescinded for a period of one year.
7. A student shall not be required to reapply for readmission annually by January 1. However, the student's request may be subject to displacement/denial due to excessive enrollment.
8. When the day care of a special needs student can be provided only within the boundaries of the school of proposed attendance.
9. When parents/legal guardians anticipate a change of residence during the school term and can provide written verification of the address to which they are moving, to permit enrollment pending the actual move.
10. When concern exists for a student's welfare (written verification required). Juvenile court cases, special mental or physical health needs, safety needs, and disciplinary cases will be considered.

D. High School Students (Incoming 9th through 12th grade) Intra District Procedures

1. Student transportation is the responsibility of the parent.
2. All incoming High School Students must register at their zoned school.
3. If they are interested in another high school, then students must contact program/pathway coordinator for application process.
4. The student must meet the qualifications and be accepted into the academy.
5. Applications must be made at the school of choice during the designated open enrollment period, for possible placement for the fall semester of the next school year.
6. If accepted by the program/pathway student will receive a High School Intra District approved by the program/pathway coordinator and must be delivered to Student Services by March 1st.

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7. Once a student/parent/guardian accepts a transfer it can not be rescinded for a period of one year.
8. The principal shall maintain an up to date list of those students attending their school because of choice.
9. High School transfers for continuing students will only be granted during the open enrollment period. Only students newly enrolled in Tracy Unified School District will be considered for transfers after the open enrollment period during the school year. The following criteria are considered when Intradistrict permits are requested involving the comprehensive high schools of the District:

The following criteria are considered when Intradistrict permits are requested involving the comprehensive high schools of the District:

- a. When the day care of a special needs student can be provided only within the boundaries of the school of proposed attendance.
- b. When parents/legal guardians move into another school area during a semester, to allow the ninth and tenth grade student to continue enrollment for the remainder of that semester, and to allow the eleventh and twelfth grade student to complete high school
- c. Parents/legal guardians of students attending school on Intradistrict permits will not need to reapply for those permits annually, however the student must meet the criteria defined by this policy and/or criteria for the original transfer. Graduation requirements when the student's past performance have been successful and he/she is currently in good standing.
- d. When parents/legal guardians anticipate a change of residence during the school term and can provide written verification of the address to which they are moving, to permit enrollment pending the actual move.
- e. When concern exists for a student's welfare (written verification required). Juvenile court cases, special mental or physical health needs, safety needs, and disciplinary cases will be considered.
- f. When a student's enrollment in a specific course of instruction or program lasting more than one semester and provided only at a designated school, to allow enrollment at that school as long as the student continues enrollment in the specific class or program of instruction and/or meets transfer criteria.

INTRADISTRICT OPEN ENROLLMENT

- g. Legal children of certificated and classified employees who are assigned to the school.
- h. When an incoming ninth grade high school student living within the John C. Kimball attendance boundary, and scheduled to graduate before July 2015, has an older sibling simultaneously attending Tracy High School or Merrill F. West High School because at the time the older sibling was assigned to the high school to which he/she was geographically assigned based on the two attendance boundaries which existed prior to the existence of John C. Kimball High School.
- i. When an incoming ninth grade high school student living with the John C. Kimball attendance boundary, and scheduled to graduate before July 2015, has an older sibling simultaneously attending Tracy High School or Merrill F. West High School because the older sibling was assigned to attend a high school based on criteria g, above.

Intradistrict Permits (High School)

Intradistrict permits involving the comprehensive high schools of the District are issued on the basis of the criteria contained above and in Board Policy 5116.1. Continuation of student transfer permits is subject to the following conditions:

- 1. Availability of space.
- 2. Regular school attendance.
- 3. Passing grades in all subjects.
- 4. Observance of school rules and regulations.
- 5. Meet academic requirements established by each program

The following additional procedures shall be followed when considering Intradistrict requests involving the comprehensive high schools of the District:

- a. Students must maintain academic, discipline, and attendance per program and school requirements.
- b. Any transfers received after open enrollment period will not be added to the waiting list for the current year.
- c. The address of record for high school shall be established during the middle school years of enrollment (6th-8th) grades.
- d. When documentation shows that parents share custody (50%), a decision must be made by the parents declaring an official address of record for high school placement.

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- e. Parents will not be allowed to modify/change official address of record in order to gain access to their school of preference.
- f. If separation/divorce occurs between parents of student during the time period for placement at high school; official court documentation must be provided stating physical custody for address of official record.

E. Intradistrict Attendance for Specialized Needs

Please refer to sections (F-J) of Procedures.

F. Caregiver Affidavits

Students under "Caregiver Authorization" shall be placed in schools at the discretion of the Tracy Unified School District School Board based upon space availability.

G. Involuntary Transfer to Alternative Education Programs

1. Student transportation is the responsibility of the parent.
2. Prior to transferring a student to an alternative education program, the comprehensive high school administration will refer the student's case to the Alternative Education Committee to consider the appropriateness of the recommended placement.
3. The Alternative Education Committee will include an assistant principal from each of the District's comprehensive high school, the student's counselor, the principal of the alternative school.
4. At the Alternative Education Committee Meeting, the student or the student's parent/guardian shall be informed of the specific facts and reasons for the proposed transfer.
5. The student or the student's parent/guardian shall have the opportunity to inspect all documents relied upon, question any evidence and witnesses utilized and present evidence on the student's behalf. The student may also designate one or more representatives and witnesses to be present with him/her at the meeting.
6. The decision to transfer the student involuntarily shall be based on finding that the student committed an act enumerated in Education Code 48900, or has been habitually truant or irregular in attendance from instruction upon which he/she is lawfully required to attend.

INTRADISTRICT OPEN ENROLLMENT

7. None of the persons involved in the final decision to make an involuntary transfer of the student shall be a member of the staff of the school in which the student is enrolled at the time the decision is made.
8. The decision to transfer shall be in writing, stating the facts and reasons for the decision, and sent to the student and/or the student's parent/guardian. It shall also indicate whether the decision is subject to periodic review and the procedures therefore.

H. Voluntary Transfer to On-site Alternative Education Programs

1. A voluntary transfer may not occur without prior consultation with the principal/designee of the on-site continuation high school program and the comprehensive high school administrator.
2. A student younger than sixteen (16) years of age who volunteers for the program must have parental permission.
3. A student who has voluntarily transferred to an on-site continuation high school program shall have the right to return to the regular comprehensive high school program at the beginning of the following school year and with the consent of the Director of Student Services, may return at any time.

I. Voluntary Transfer to Full-time Tracy Adult School Classes

1. Student transportation is the responsibility of the parent.
2. Students must obtain permission from their parents or guardian.
3. Students must obtain permission from the Comprehensive High School Administration, Continuation principal, and the Tracy Adult School principal's permission.
4. Students who transfer from another district's adult school may enroll in the Tracy
5. Adult School program at any time with the Tracy Adult School principal's permission.
6. Students under eighteen (18) may appeal the decision made by the mentioned school authorities to the Director for Student Services. The Director's decision shall be final.

J. Transferring an Alternative Education Student to a Comprehensive High School

INTRADISTRICT OPEN ENROLLMENT

1. Student transportation is the responsibility of the parent. Average at least one credit worth of work per week for the entire quarter.
2. Accumulate not more than five (5) unexcused absences during the quarter.
3. Accumulate not more than one (1) suspension during a nine (9) week period.
4. Accumulate not less than thirty (30) credits behind their class. **A senior (12th) grade student cannot transfer back the last semester, 30 credits behind their class.**
5. Return at a semester break

K. Notifications

Notifications shall be sent to parents/guardians at the beginning of each year as part of the parents' rights on the availability of a package describing all current statutory attendance options and local attendance options available in the district including:

1. All options for meeting residency requirements for school attendance.
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5111.13 - Residency for Homeless Children)
2. Program options offered within local attendance areas.
3. A description of any special program options available on both an Intradistrict and Intradistrict basis.
4. A description for the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when change of attendance is denied.
5. A district form for requesting a change of attendance.
6. The explanation of attendance options under California law as provided by the California Department of Education. (Education Code 48980)
7. Within 10 school days after receiving notification from the California Department of Education (CDE) that a school has been designated as "persistently dangerous," the Superintendent or designee shall notify parents/guardians of the school's designation. Within 10 school days after this notification has been provided to parents/guardians, the Superintendent or designee shall notify parents/guardians of their option to transfer their child.

INTRADISTRICT OPEN ENROLLMENT**L. Revocation of Intradistrict Permits**

Intradistrict permits may be revoked at any time that a student does not maintain acceptable standards of attendance and/or behavior as defined by the Student Conduct Code and/or maintain acceptable levels of academic achievement.

1. The Director of Student Services shall notify the parent and both schools of the disposition of the request and the conditions of the intradistrict transfer agreement if any.
2. A parent conference may be requested prior to enrollment.
3. A copy of the approved/disapproved form will be sent to both schools involved.

M. Intradistrict Permits and Sports

High School students transferring after the May 15th deadline may need to file a form with the California Interscholastic Federation and may be sanctioned from sports. This includes incoming 9th graders who transfer after the first fifteen days of school and continuing students.

N. Parent Appeals**Regarding Intradistrict Transfers at Comprehensive Schools**

Any complaints regarding the selection process should be taken to the Superintendent or designee and if not satisfied, the applicant may appeal to Tracy Unified School District Board and their decision shall be final.

Parents may request, in writing, a hearing by the Board of Education.

Parents, who wish to appeal, must complete the "Appeal to the Board of Education" form available in the Student Services office.

1. The request shall be made in writing and submitted at least ten (10) working days before a scheduled board meeting.
2. The Director of Student Services will review the written request and forward materials to the Board of Education.
3. The decision of the Board of Education shall be final.

O. Involuntary Transfer Appeals

Parents have five (5) school days from the date of the decision to transfer to appeal.

INTRADISTRICT OPEN ENROLLMENT

1. The request for an appeal must be made, in writing, to the Director for Student Services. A conference will then be scheduled. The Director of Student Service's decision shall be final. At the conference:
 - a. The student, parent or guardian will be informed of the specific facts and
 - b. reasons for the proposed transfer;
 - c. The student, parent or guardian may inspect all documents relied upon and question any evidence on the student's behalf;
 - d. The student may designate representatives and witnesses to be present at the meeting.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 25, 2013
SUBJECT: Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (First Reading)

BACKGROUND: The Tracy Unified School District Board acknowledged Board Policy 5116.1 on June 9, 2009, pursuant to Education Code 35160.5 which mandates that governing boards establish an open enrollment policy within the district for residents of the district.

RATIONALE: Revise Board Policy 5116.1 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt Revised Board Policy 5116.1, Intra-District Open Enrollment (First Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

Intra-district Open Enrollment

The Board of Trustees desires to provide options that meet the diverse needs, potential and interests of district students and shall annually review enrollment options. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. 5117 – Inter-district Attendance)

The parents or guardians of each school age child who is a resident in the district may identify the school the child wishes to attend, irrespective of the particular locations of his or her residence within, the district, except that the district shall retain the authority to maintain appropriate racial and ethnic balances and class size among its respective schools at the school district's discretion or as specified in applicable court ordered or voluntary desegregation plans.

The Superintendent or designee shall calculate each school's capacity in a non-arbitrary manner using student enrollment and available space. (Education Code 35160.5)

Enrollment Priorities

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

Priority for attendance outside a student's attendance area shall be given as follows:

1. If a district school receiving Title I funds is identified for program improvement, corrective action, or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school. (20 USC 6316)

(cf. 0420.4 - Charter Schools)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

2. If while on school grounds a student becomes the victim of a violent criminal offense, he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912)

3. If a student attends a school designated by the California Department of Education as "persistently dangerous," he/she shall be provided an option to transfer to another district school or charter school. (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

TUSD Adopted: ~~6/9/09~~ TBD

Intra-district Open Enrollment

4. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.

To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)

- a. A written statement from a representative of an appropriate state or local agency, such as a law enforcement official, social worker, or a properly licensed or registered professional, such as a psychiatrist, psychologist, or marriage and family therapist
 - b. A court order, including a temporary restraining order and injunction
5. Priority may be given to siblings of students already in attendance in that school.
6. Priority may be given to any student whose parent/guardian is assigned to that school as his/her primary place of employment.

Application and Selection Process

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intra-district open enrollment shall be submitted between October 1st through January 1st of the school year preceding the school year for which the transfer is requested.

For all other applications for enrollment from outside a school's attendance area, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity.

A school's capacity shall be calculated in a non-arbitrary manner using student enrollment and available space. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. The criteria shall be uniformly applied to all applicants. (Education Code 35160.5)

Transportation

Except as required by 20 USC 6316 for transfers out of Title I PI schools, the district shall

TUSD Adopted: 6/9/09 TBD

Intra-district Open Enrollment

not be obligated to provide transportation for students who attend school outside their attendance area.

Reviewing Policy

The Board shall annually review this policy. (Education Code 35160.5, 48980)

Legal Reference:

Legal Reference:

EDUCATION CODE

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6316 Transfers from program improvement schools

7912 Transfers from persistently dangerous schools

CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 Dissemination of information

200.37 Notice of program improvement status, option to transfer

200.39 Program improvement, transfer option

200.42 Corrective action, transfer option

200.43 Restructuring, transfer option

200.44 Public school choice; program improvement schools

200.48 Transportation funding for public school choice

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Unsafe School Choice Option, May 2004

Public School Choice, February 2004

WEB SITES

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

California Department of Education, Unsafe School Choice Option:

<http://www.cde.ca.gov/ls/ss/se/usco.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

TUSD Adopted: 6/9/09 TBD



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 24, 2013
SUBJECT: Adopt Revised Board Policy 6173 Education for Homeless Children (First Reading)

BACKGROUND: The Tracy Unified School District Board acknowledged Board Policy 6173 on January 24, 2006, pursuant to 42 United State Code 11432-11434 which mandates that governing boards establish an education program for homeless students.

RATIONALE: Review Board Policy 6173 in accordance with the current existing United States Codes, laws, and California School Advisory Board (GAMUT). This policy supports District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt Revised Board Policy 6173 Education for Homeless Children (First Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

EDUCATION FOR HOMELESS CHILDREN

A. Purpose and Scope

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.

B. Definitions

Homeless means students who lack a fixed, regular, and adequate nighttime residence and includes: (42 USC 11434a)

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement

(cf. 6173.1 - Education for Foster Youth)

2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because the children are living in conditions described in (1)-(3) above

School of origin means the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 USC 11432)

Best interest means, to the extent feasible, continuing a student's enrollment in the school of origin for the duration of his/her homelessness, except when doing so is contrary to the wishes of his/her parent/guardian. (42 USC 11432)

Unaccompanied youth means a youth not in the physical custody of a parent or guardian. (42 USC 11434(a))

District Liaison

The Superintendent designates the following staff persons as the district liaison for homeless

Adopted 01/24/06 Tracy Unified School District Acknowledged TBD

EDUCATION FOR HOMELESS CHILDREN

students: (42 USC 11432)

District Truancy Coordinator

Director of Student Services and Curriculum

1875 W. Lowell Avenue

Tracy, CA 95376

(209) 830-3280

The district's liaison for homeless students shall ensure that: (42 USC 11432)

1. Homeless students are identified by school personnel and through coordinated activities with other entities and agencies

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

(cf. 3553 - Free and Reduced-Price Meals)

(cf. 5141.6 - School Health Services)

2. Homeless students enroll in, and have a full and equal opportunity to succeed in, district schools

3. Homeless families and students receive educational services for which they are eligible

4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children

5. Notice of the educational rights of homeless children is disseminated at places where children receive services, such as schools, shelters, and soup kitchens

6. Enrollment disputes are mediated in accordance with law, Board policy, and administrative regulation

7. Parents/guardians are fully informed of all transportation services

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

C. Procedures

Adopted 01/24/06 Tracy Unified School District Acknowledged TBD

EDUCATION FOR HOMELESS CHILDREN

If a dispute arises over school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute. (42 USC 11432)

The parent/guardian shall be provided with a written explanation of the placement decision, including an explanation of the parent/guardian's right to appeal the decision. He/she shall also be referred to the district liaison. (42 USC 11432)

The written explanation shall be complete, as brief as possible, simply stated and provided in language that the parent/guardian or student can understand. The explanation may include contact information for the district liaison, a description of the district's decision, notice of the right to enroll in the school of choice pending resolution of the dispute, notice that enrollment includes full participation in all school activities, and notice of the right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education.

The district liaison shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute. (42 USC 11432)

The liaison shall provide the parent/guardian a copy of the district's decision, dispute form, and a copy of the outcome of the dispute.

If a parent/guardian disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian wishes to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

D. Forms Used and Additional Procedures

District Explanation of Enrollment Decision (Exhibit)

Education for Homeless Children Enrollment Dispute Form (Exhibit)

E. Reports Required

Yearly State Report

F. Record Retention

Adopted 01/24/06 Tracy Unified School District Acknowledged TBD



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 24, 2013
SUBJECT: Acknowledge Administrative Regulation 6173 Education for Homeless Children (First Reading)

BACKGROUND: The Tracy Unified School District Board acknowledged Board Policy 6173 on January 24, 2006, pursuant to 42 United State Code 11432-11434 which mandates that governing boards establish an education program for homeless students.

RATIONALE: Review Administrative Regulation 6173 in accordance with the current existing United States Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Acknowledge Administrative Regulation 6173 Education for Homeless Children (First Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum.

Education For Homeless Children

The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.

(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

(cf. 5111.13 - Residency for Homeless Children)

Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

(cf. 3250 - Transportation Fees)

(cf. 3541 - Transportation Routes and Services)

Legal Reference:

EDUCATION CODE

1980-1986 County community schools

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2004

WEB SITES

California Department of Education, Homeless Children and Youth Education:

<http://www.cde.ca.gov/sp/hs/cy>

Tracy Unified School District Adopted TBD

Education For Homeless Children

National Center for Homeless Education at SERVE: <http://www.serve.org/nche>

National Law Center on Homelessness and Poverty: <http://www.nlchp.org>

U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>

EDUCATION FOR HOMELESS CHILDREN

Three years

G. Responsible Administrative Unit

Education Services Division
Student Services

H. Approved by

Assistant Superintendent of Educational Services **and Human Resources**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: May 28, 2013
SUBJECT: Acknowledge Administration Regulation 6173.1 Foster Youth (First Reading)

BACKGROUND: The Tracy Unified School District Board acknowledged Administrative Regulation 6173.1 on January 24, 2006, pursuant to California Education Codes 42920-42925 which mandates that governing boards establish an education program for foster youth.

RATIONALE: Review and update existing Administrative Regulation 6173.1 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Acknowledge Administration Regulation 6173.1 Foster Youth (First Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

FOSTER YOUTH

A. Purpose and Scope

The Governing Board recognizes its obligation to ensure that foster youth have access to the academic resources, services and extracurricular and enrichment activities that are available to district students. The district shall provide students in foster care within the district with access to educational opportunities and other services necessary to help such students achieve the district's performance standards.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation.

The Superintendent or designee may collaborate with the county placing agency and other appropriate agencies to ensure maximum utilization of available funds and to meet the educational needs of foster youth within the district.

B. General Definitions

Foster youth means a child who has been subject to one of the following: (Education Code 48853.5)

1. Has been removed from his/her home pursuant to Welfare and Institutions Code 309 (investigation and release of child)
2. Is the subject of a petition filed under Welfare and Institutions Code 300 (jurisdiction of juvenile court) or 602 (minors ward of court, violating law)
3. Has been removed from his/her home and is the subject of a petition filed under Welfare and Institutions Code 300 or 602

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 727.

School of origin means the school that the foster youth attended when permanently housed or the school in which the student was last enrolled. If the school the foster youth

FOSTER YOUTH

attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that the foster youth attended within the preceding 15 months and with which the youth is connected, the district liaison shall, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, determine, in the best interest of the foster youth, the school of origin. (Education Code 48853.5)

Best interest means a placement that ensures that the youth is placed in the least restrictive educational program and has access to academic resources, services, and extracurricular and enrichment activities that are available to district students. (Education Code 48853)

C. District Liaison

The Superintendent designates the following staff persons as the district liaison for homeless students: (42 USC 11432)

District Truancy Coordinator

Director of Student Services and Curriculum

1875 W. Lowell Avenue

Tracy, CA 95376

(209) 830-3280

The district's liaison for foster youth shall: (Education Code 48645.5, 48853.5)

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care
2. ~~Assist foster youth when transferring from one school to another or from one district to another in ensuring proper transfer of credits, records, and grades, including ensuring that records reflect full or partial credit for courses taken~~

FOSTER YOUTH

2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

3. When required by law, notify the foster youth's attorney and the representative of the appropriate county child welfare agency when the foster youth is undergoing any expulsion or other disciplinary proceeding, including, for a student with a disability, a manifestation determination prior to a change in the student's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)
4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973
5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services
6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth
7. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations, and advocates to help coordinate services for the district's foster youth
8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in Board policy

The Superintendent or designee shall regularly monitor the caseload of the liaison, as well as his/her additional duties outside of the foster youth program, to determine whether adequate time and resources are available to meet the needs of foster youth in the district.

D. Enrollment

A foster youth placed in a licensed children's institution or foster family home shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

FOSTER YOUTH

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another educational program and submits a written statement to the district indicating that determination and that:

- a. He/she is aware that the student has a right to attend a regular public school in the least restrictive environment.
- b. The alternate educational program is a special education program, if applicable.
- c. The decision to unilaterally remove the student from the district school and to place him/her in an alternate education program may not be financed by the district.
- d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

3. The student is entitled to remain in his/her school of origin as defined above.

At the initial detention or placement, or any subsequent change in placement of a foster youth, the district shall allow the student to continue his/her education in the school of origin for the duration of the academic school year. However, the district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interest. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from his/her school of

Acknowledged by TUSD, TBD

FOSTER YOUTH

~~origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interests.~~

~~(Education Code 48853.5)~~

~~If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)~~

3. At the initial placement or any subsequent change in placement, the student exercises his/her right to continue in his/her school of origin, as defined above.

a. The student may continue in the school of origin for the duration of the court's jurisdiction.

b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in his/her school of origin for the remainder of the school year.

c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in his/her school of origin until he/she graduates.

d. If the student is transitioning between school grade levels, he/she shall be allowed to continue in the district of origin in the same attendance area to provide him/her the benefit of matriculating with his/her peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and he/she be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

FOSTER YOUTH

Prior to making any recommendation to move a foster youth from his/her school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how this recommendation serves the youth's best interests. (Education Code 48853.5)

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The foster youth shall be immediately enrolled even if he/she: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation.
4. If the foster youth or a person with the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, he/she may appeal to the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the parent/guardian or foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

E. Transportation

The district shall not be responsible for providing transportation to and from the school of origin.

F. Transfer of Coursework and Applicability of Graduation Requirements

FOSTER YOUTH

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the foster youth did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (Education Code 51225.2)

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

When a foster youth in grade 11 or 12 transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all coursework and other graduation requirements adopted by the Board that are in addition to the statewide coursework requirements specified in Education Code 51225.3 and the high school exit examination, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school while he/she remains in foster care. (Education Code 51225.3, 60851)

The Superintendent or designee shall notify any student who is granted an exemption and, as appropriate, the person holding the right to make educational decisions for the student, if any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.3)

G. Grades/Credits

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code 49069.5)

FOSTER YOUTH

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date he/she left school
2. A verified court appearance or related court-ordered activity

H. Eligibility for Extracurricular Activities

A foster youth who changes residences pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

C. Forms Used and Additional Procedures

None

D. Procedures

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agree that the best interests of the youth would be served by his/her transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth. The youth shall be immediately enrolled even if he/she has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to produce records, such as academic, medical, or proof of residency, or clothing normally required for enrollment. (Education Code 48853.5)

Instruction AR 6173.1 (c)

FOSTER YOUTH

Within two business days of enrollment, the liaison shall contact the school last attended

Acknowledged by TUSD, TBD

FOSTER YOUTH

~~by the student to obtain all academic and other records. Upon receiving a request from a new school, the liaison for the school last attended shall provide all records within two business days of receiving the request. (Education Code 48853.5)~~

I. Reports Required

None

J. Record Retention

Three years

K. Responsible Administrative Unit

Education Services Division

Student Services

L. Approved by

Assistant Superintendent of Educational Services and Human Resources



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: May 24, 2013
SUBJECT: Adopt Board Policy 6173.1 Foster Youth (First Reading)

BACKGROUND: The Tracy Unified School District Board adopted Board Policy 6173.1 on January 24, 2006, pursuant to California Education Codes 42920-42925 which mandates that governing boards establish an education program for foster youth.

RATIONALE: Review and update existing Board Policy 6173.1 in accordance with the current existing California Education Codes, laws, and California School Advisory Board (GAMUT). This policy complies with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt Board Policy 6173.1 Foster Youth (First Reading)

Prepared by: Mr. Paul Hall, Director of Student Services & Curriculum.

Foster Youth

The Governing Board recognizes that foster youth may be at greater risk for poor academic performance due to their family circumstances, disruption of their educational program, and emotional, social, and other health needs. The district shall provide such students with full access to the district's educational program and other support services necessary to assist them in achieving state and district academic standards.

~~The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.~~

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as a district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training regarding the enrollment, placement, and rights of foster youth.

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build students'

Adopted 01/24/06 TBD

Foster Youth

feelings of connectedness with the school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of students' resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies including, but not limited to, the county placing agency, social services, probation officers, juvenile court officers, nonprofit organizations, and advocates. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

The Superintendent or designee shall regularly report to the Board on the educational outcomes of foster youth enrolled in the district including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates.

Legal Reference:

EDUCATION CODE

32228-32228.5 Student safety and violence prevention

42920-42925 Foster children educational services

48645-48646 Juvenile court schools

48850-48859 Educational placement of students residing in licensed children's institutions

49061 Student records

49069.5 Foster care students, transfer of records

49076 Access to student records

51225.3 High school graduation

56055 Rights of foster parents in special education

60851 High school exit examination

HEALTH AND SAFETY CODE

1522.41 Training and certification of group home administrators

1529.2 Training of licensed foster parents

WELFARE AND INSTITUTIONS CODE

300 Children subject to jurisdiction

309 Investigation and release of child

361 Limitations on parental or guardian control

366.27 Educational decision by relative providing living arrangements

602 Minors violating law; ward of court

726 Limitations on parental or guardian control

Adopted 01/24/06 TBD

Foster Youth

727 Order of care, ward of court
16000-16014 Foster care placement
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
UNITED STATES CODE, TITLE 42
670-679b Federal assistance for foster care programs
11431-11435 McKinney-Vento Homeless Assistance Act

Management Resources:

CSBA PUBLICATIONS

Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008

AMERICAN BAR ASSOCIATION PUBLICATIONS

Mythbusting: Breaking Down Confidentiality and Decision-Making Barriers to Meet the
Education Needs of Children in Foster Care, 2005

CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Our Children: Emancipating Foster Youth, A Community Action Guide

WEB SITES

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

California Department of Education, Foster Youth Services: <http://www.cde.ca.gov/ls/pf/fy>

California Department of Social Services, Foster Youth Ombudsman Office:

<http://www.fosteryouthhelp.ca.gov>

California Youth Connection: <http://www.calyouthconn.org/site/cyc>

Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: May 17, 2013
SUBJECT: Adopt 2013-2014 Elementary (K-5) Student Handbook

BACKGROUND: The Tracy Unified School District Board approved the Elementary (K-5) Student handbook on May 8, 2012. This handbook contains various rules and policies that allow Tracy Unified Schools to provide a safe environment. On January 1, 2013, several laws were enacted that changed discipline and complaint procedures that would require the revision of current Elementary (K-5) Student Handbook.

RATIONALE: Revision of the Elementary (K-5) Student Handbook is necessary in order to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt 2013-2014 Elementary (K-5) Student Handbook

Prepared by: Mr. Paul Hall, Director of Student Services & Curriculum.

Changes made to 2013-2014 K-5 Handbook

Page 8 – Paragraph on unexcused absences inserted . Teachers' procedures and process for make-up work should be clearly explained to both students and parents in the individual class syllabus

Page 14 – Revised the following paragraph to reflect Ed Code wording.

Rights of Suspended Pupil to Complete Assignments and Tests

The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension. (Education Code 48913)

Page 17, under Suspension and Expulsion. Added Ed Code 48900.5

Page 18 – removed the incorrect Ed Code 48900.5 (replaced by the above code information)

Pages 22- 28. Added "In accordance with EC 48900.5"; removed suspension/expulsion as appropriate to reflect new Ed. Code as it pertains to disciplinary consequences.

Pages 29-30. Removed outdated BP 5129

Page 30 -34 Inserted new BP on bullying, BP 5131.2

Pages 34-40 Removed outdated BP 5145.7 policy on Sexual Harassment

Pages 41-47 Inserted revised BP 5145.7, policy on Sexual Harassment

Pages 47-52 Inserted Uniform Complaint Procedures

Page 52, Dress Standards. Added the highlighted and bold to the following:

Crude or vulgar commercial lettering or printing, and pictures depicting occult messages, **weapons**, drugs, tobacco, alcoholic beverages, racial/ethnic slurs, unauthorized group affiliation or that are sexually suggestive, on shirts, sweatshirts and other wearing apparel are not acceptable...Clothing, apparel or attire that fails to provide adequate coverage of the body, including but not limited to, see-through, fishnet fabrics, tops that do not touch the top of the pants/skirts, tank tops, tube tops, halter tops, **bandeaux**, **racer backs**, off the shoulder or low cut tops or dresses and sagging pants are not allowed.

Pages 53 and 54, removed Library Fines and Restitution for Damaged School Property (outdated); replaced with updated wording

Pages 61-64, removed outdated Acceptable Use Policy, replaced with current Acceptable Use Policy

Page 65 – Inserted K-5 Textbook contract

Pages 67 and 68 – removed outdated AUA form; inserted current AUA form



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: May 20, 2013
SUBJECT: Adopt 2013-2014 Middle School (6-8) Student Handbook

BACKGROUND: The Tracy Unified School District Board approved the Middle School (6-8) Student Handbook on May 8, 2012. This handbook contains various rules and policies that allow Tracy Unified Schools to provide a safe environment. January 1, 2013, several laws were enacted that changed discipline and complaint procedures that would require the revision of current Middle School (6-8) Student Handbook.

RATIONALE: Revision of the Middle School (6-8) Student Handbook is necessary in order to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt 2013-2014 Middle School (6-8) Student Handbook.

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

Changes to be made to the Middle School Student Handbook for 2013-14 School Year.

1. Attendance Policy, Pg 10

Change Parent Link account to: ABI Parent Portal

Also changed definitions of excused absences to match changes in Ed. Code.

2. Attendance Procedures, Pg 12, Number 2:

If a parent has called to report a student's absence, the student will not be required to obtain an admit, and the corresponding absence code will have been entered into the attendance program. Upon returning to school, if a student has a note, he/she must obtain an admit slip at the Attendance Office window before school starts.

3. Page 13

Under Attendance-Obtaining Information: change Parent Link to ABI Parent Portal, and...remove the sentence: "If parents are experiencing problems receiving school mail, they may use an alternate address by contacting the Registrar's Office (extension 3031)." Replace with: "If parents are experiencing problems receiving school mail, they should contact the school office."

4. Page 13

Excessive Absences: Replaced sentence with language from AR 5113.

5. Page 122

Suspension: Renamed "Completion of Assignments" and moved to end of Academic Policies, page 15.

6. Page 14

#1 under Tardy Policy and Consequences: new language "A tardy is defined as arrival to class after the tardy bell rings and up to 29 minutes into the instructional period. Students must be in their seats when the tardy bell rings. Arrival to class 30 minutes or later will constitute a truant."

7. Page 13

Under Make-up Work, replace sentence with exact Ed. Code 48913 language.

8. Page 81

Under Make-up Work: rewrote sentence to read: Teachers' procedures and process for make-up work should be clearly explained to both students and parents in the individual class syllabus.

9. Page 46

Cell Phones:

Cell phones and MP3/iPod digital music players are allowed on the school campus and at school sponsored events under the following conditions:

1. During school hours, the cell phone and MP3/iPod digital music player must be used BEFORE SCHOOL, AFTER SCHOOL, at LUNCH, at BREAK, AND WALKING BETWEEN CLASSES.
2. During class periods or assemblies, the cell phone and MP3/iPod digital music player must be turned off and out of visual sight in classrooms, assemblies, and in any other learning environment. Cell phones may not be used for any reason (including talking, listening, ringing, text messaging, checking the time, taking pictures, etc.) and must be powered off except with a classroom teacher's expressed permission per BP/AR 6163.4.
3. Students displaying or using cell phones or MP3/iPod digital music players in the classroom or inappropriately will be subject to disciplinary measures and be considered in defiance.
4. Investigation of theft of **any electronic device** will not be investigated by school personnel; however, parents may file a theft report with the local police department.

10. Page 32

Under Off-Campus Lunch Pass: Consequences: Second Offense: "All-Day In-House" Note: should 3rd offense or more consequence be three day suspension or one day suspension?

11. Page 46

Under Unacceptable clothing choices: add "weapons" to the sentence to read: "Crude or vulgar lettering or images of: weapons, occult messages, drugs, tobacco...etc".

12. Page 27

For E.C. 48900.5(a) we used new language.

13. Page 34

Add to II. Drugs to read: Unlawfully, possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance (drugs). Also, 3rd offense is now the maximum.

14. Page 35

For Property Damage: First offense changed to: Alternative Intervention as per EC 48900.5; possible citation/arrest by T.P.D.; Second offense, add: Possible Citation/Arrest by T.P.D.; Maximum: Five day suspension, restitution and recommendation for expulsion; Possible Citation/Arrest by T.P.D.

15. Page 35

For Theft: First offense changed to: Alternative Intervention as per EC 48900.5, Possible Citation/Arrest by T.P.D.; Add to Second offense: Possible Citation/Arrest by T.P.D.; Maximum changed to: Five day suspension; Restitution; Recommendation for expulsion; Possible Citation/Arrest by T.P.D.

16. Page 36

Tobacco: First offense changed to: Alternative Intervention as per EC 48900.5; Third offense is now maximum.

17. Page 36

Pornography: First offense: Alternative Intervention as per EC 48900.5; Second offense: add "placed in Pro-social behavior program"; Maximum: 1-5 day suspension.

18. Page 36

Verbal Abuse: First offense change to: Parent Contact; Alternative Intervention as per EC 48900.5; Third offense becomes maximum: Five day suspension and possible recommendation for expulsion.

19. Page 36

Drug Paraphernalia: First offense: Parent Conference; Alternative Intervention as per EC 48900.5; Possible six week substance abuse counseling program; Second offense 1-5 day suspension; Maximum: 1-5 day suspension.

20. Page 37

Defiance of Authority: Change First offense to: Parent Conference; Alternative Intervention as per EC 48900.5

21. Page 38

Disruptive Devices: Change: First offense to read: Parent Conference; Alternative Intervention as per EC 48900.5.; Second offense to read 1-5 day suspension

22. Page 39

Forged Documents: Change First offense to read: Parent Contact; Alternative Intervention as per EC 48900.5; Second offense: 1 day In House Suspension or 1-5 Day suspension; Third offense becomes Maximum: add possible recommendation for expulsion;

23. Page 40

Identification: Changed 1st Offense to read: Parent Contact; Alternative Intervention as per EC 48900.5. Changed Maximum to Fourth Offense: under 4th offense will read: All day In-House suspension; Each subsequent offense: 1 day home suspension.

24. Page 40

Impedance of Directives: Add to 1st Offense: Parent Contact; Alternative Intervention as per EC 48900.5: Remove In-House suspension; 1-5 day suspension, and possible recommendation for expulsion.

25. Page 32

Running to fights or crowding around a fight or falsely reporting a fight: Remove from 1st Offense: 1-2 day In-House suspension and/or 1-2 day suspension. Replace with: Parent Contact; Alternative Intervention as per EC 48900.5.

26. Page 32

Inappropriate Symbols: Add to 1st Offense: Parent Contact; Alternative Intervention as per EC 48900.5.

27. Page 41

Out of Class: Add to 1st Offense: Alternative Interventions as per EC 48900.5.

28. Page 46

Electronic Devices: Change language to include: Students are allowed to have cell phones while on campus. Eliminate: "However they must be turned off and out of sight. Students are not to check voicemail, text message, or turn on phone during the school day."

29. Page 41

Violation of Suspension: Remove from 1st Offense: 1-5 day suspension. Replace with Parent Contact; Alternative Intervention as per EC 48900.5. Change 2nd Offense to read: 1-5 day suspension. Change 3rd Offense to Maximum to read: 3-5 day suspension and possible recommendation for expulsion.

30. Page 38

Water guns, toy guns, laser pointers: Change 1st Offense to read: Unit confiscated; Parent Contact; Alternative Intervention as per EC 48900.5.

31. Page 42

Computer Usage: Change 1st Offense to read: Parent Contact; Alternative Intervention as per 48900.5. Change 3rd Offense to Maximum; Add to Maximum: "and loss of privilege for remainder of school year".

32. Page 42

Inappropriate Displays of Affection: Change 1st Offense to: Parent Contact; Alternative Intervention as per EC 48900.5. Add to 2nd Offense: assigned All-Day In-House.

33. Page 42

XXVI Unauthorized presence on a school Campus: Change 1st Offense to read: Parent Contact; Alternative Intervention as per EC 48900.5.

34. Page 42

Videotaping fights or other violations of school rules: Change to: 1st Offense: Parent Contact; Alternative Intervention as per EC 48900.5; Unit confiscated by school personnel and returned to parent. 2nd Offense to read: Parent Contact; Unit Confiscated; In-House suspension; Maximum to read: Parent Contact; Unit confiscated; 1-5 days suspension; possible recommendation for expulsion.

35. Page 44

Bullying: Changed to: "Please refer to TUSD Board Policy 5131.2.

36. Page 50

New Bullying Prevention Policy BP 5131.2

37. Page 55

Sexual Harassment Policy: New language for BP 5145.7

38. Page 68

New Uniform Complaint Procedure

39. Page 85/pg 93 (form)

New TUSD Acceptable Use Agreement Language

40. Page 92

New Official Transcript Request Form



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: June 3, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 1312.3, Uniform Complaint Procedures (Second Reading)

BACKGROUND: The Tracy Unified School District Board approved Board Policy 1312.3 on August 23, 2011. To address prohibited discrimination and possible violations of state and federal laws governing educational programs, 5 CCR 4621 mandates districts to adopt uniform complaint policies and procedures consistent with the state's complaint procedures specified in 5 CCR 4600-4687. Pursuant to Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes 2011), districts are required to adopt a process for receiving and investigating complaints alleging discrimination, harassment, intimidation, and bullying that meets the requirements specified in the law, including applicable timelines and an appeal process to follow if a complainant disagrees with the resolution of the complaint. The California Department of Education (CDE) monitors districts for compliance with these procedures through its Federal Program Monitoring (FPM) process. The FPM includes a review of written district policies and procedures for required language, including for discrimination, harassment, intimidation, and bullying against students pursuant to Education Code 234.1, and a review of records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

RATIONALE: Revise Administrative Regulation 1312.3 in accordance to Assembly Bill 1575 and to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with Strategic Goal #1: Prepare all students for college and careers.

FUNDING: None

RECOMMENDATION: Acknowledge Revised Administrative Regulation 1312.3, Uniform Complaint Procedures (Second Reading).

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

UNIFORM COMPLAINT PROCEDURES

A. Purpose and Scope

Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)

(cf. 5145.6 - Parental Notifications)

B. General

1. Compliance Officers

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

Director of Student Services (209) 830-3280

or

Director of Curriculum, Accountability and Special Programs (209) 830-3275

or

Assistant Superintendent for Educational Services and Human Resources
(209) 830-3202
1875 W. Lowell
Tracy, CA 95376

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The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

C. Notifications

1. The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (**Education Code 262.3, 49013**; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

2. The Superintendent or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR 4622)
3. The notice shall:
 - a.. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
 - b. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
 - c. Advise the complainant of the appeal process, pursuant to Education Code 262.3 including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
 - d. Include statements that:
 1. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.

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UNIFORM COMPLAINT PROCEDURES

2. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.

3. **A complaint alleging unlawful discrimination, harassment, intimidation, or bullying** must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged **discrimination, harassment, intimidation, or bullying**.

4. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

5. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.

6. **Copies of the district's uniform complaint procedures are available free of charge.**

D. Procedures

1. **All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)**
2. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.
3. All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630)

A complaint concerning unlawful discrimination, **harassment, intimidation, or bullying** may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, **harassment, intimidation, or bullying** or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, **harassment, intimidation, or bullying** occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, **harassment, intimidation, or bullying**. **However,**

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upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630)

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step 2: Mediation

Within three business days of receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging discrimination, **harassment, intimidation, or bullying**, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

Step 3: Investigation of Complaint

Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

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In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Step 4: Response

OPTION 1:

~~Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)~~

OPTION 1:

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Step 5: Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, the decision shall include: (5 CCR 4631)

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1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

In addition, any decision concerning a discrimination, **harassment, intimidation, or bullying** complaint based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

If investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that effective action was taken and that the student or employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)

E. Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE. (Education Code 49013; 5 CCR 4632)

The complainant shall file his/her appeal within 15 calendar days of receiving the district's decision and the appeal shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: June 3, 2013
SUBJECT: Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures
(Second Reading)

BACKGROUND: The Tracy Unified School District Board approved Board Policy 1312.3 on August 23, 2011. To address prohibited discrimination and possible violations of state and federal laws governing educational programs, 5 CCR 4621 mandates districts to adopt uniform complaint policies and procedures consistent with the state's complaint procedures specified in 5 CCR 4600-4687. Pursuant to Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes 2011), districts are required to adopt a process for receiving and investigating complaints alleging discrimination, harassment, intimidation, and bullying that meets the requirements specified in the law, including applicable timelines and an appeal process to follow if a complainant disagrees with the resolution of the complaint. The California Department of Education (CDE) monitors districts for compliance with these procedures through its Federal Program Monitoring (FPM) process. The FPM includes a review of written district policies and procedures for required language, including for discrimination, harassment, intimidation, and bullying against students pursuant to Education Code 234.1, and a review of records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

RATIONALE: Revise Board Policy 1312.3 in accordance to Assembly Bill 1575 and to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #1: Prepare all students for college and careers.

FUNDING: None

RECOMMENDATION: Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures (Second Reading)

Prepared by: Mr. Paul Hall, Director Student Services & Curriculum

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The district shall investigate ~~complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures.~~ **and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying** in accordance with the uniform complaint procedures: (5 CCR 4620)

~~The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (5 CCR 4610)~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)
(cf. 1312.1—Complaints Concerning District Employees)
(cf. 1312.2—Complaints Concerning Instructional Materials)
(cf. 3553—Free and Reduced Price Meals)
(cf. 4031—Complaints Concerning Discrimination in Employment)
(cf. 5141.4—Child Abuse Prevention and Reporting)
(cf. 5148—Child Care and Development)
(cf. 6159—Individualized Education Program)
(cf. 6171—Title I Programs)
(cf. 6174—Education for English Language Learners)
(cf. 6175—Migrant Education Program)
(cf. 6178—Career Technical Education)
(cf. 6200—Adult Education)~~

The district shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)

~~(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)~~

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- (cf. 5131.2 - Bullying)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 3553 - Free and Reduced Price Meals)
- (cf. 4031 - Complaints Concerning Discrimination in Employment)
- (cf. 5141.4 - Child Abuse Prevention and Reporting)
- (cf. 5148 - Child Care and Development)
- (cf. 6159 - Individualized Education Program)
- (cf. 6171 - Title I Programs)
- (cf. 6174 - Education for English Language Learners)
- (cf. 6175 - Migrant Education Program)
- (cf. 6178 - Career Technical Education)
- (cf. 6200 - Adult Education)

Uniform complaint procedures shall also be used to address any complaint alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 3260 - Fees and Charges)
- (cf. 3320 - Claims and Actions Against the District)
- (cf. 3553 - Free and Reduced Price Meals)
- (cf. 3555 - Nutrition Program Compliance)
- (cf. 5141.4 - Child Abuse Prevention and Reporting)
- (cf. 5148 - Child Care and Development)
- (cf. 6159 - Individualized Education Program)

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(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

~~Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and miss assignments shall be investigated pursuant to the district's Williams uniform complaint procedure (AR 1312.4).~~

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~

The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant. (5 CCR 4621)

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with the uniform complaint procedures, whenever all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations. (5 CCR 4631)

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate for any complaint alleging discrimination, harassment, intimidation, or bullying, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed. (5 CCR 4621)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

TUSD Approved: August 23, 2011 (TBD)

UNIFORM COMPLAINT PROCEDURES

1. Sufficiency of textbooks or instructional materials
2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Teacher vacancies and miss-assignments
4. Deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both parts of the high school exit examination

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

37254 Intensive instruction and services for students who have not passed exit exam

41500-41513 Categorical education block grants

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54000-54028 Economic impact aid programs

54100-54145 Miller-Unruh Basic Reading Act

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

TUSD Approved: August 23, 2011 (TBD)

UNIFORM COMPLAINT PROCEDURES

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

PENAL CODE

~~422.6 Interference with constitutional right or privilege~~

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs

6601-6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 11, 2013
SUBJECT: Approve Revised Job Description for Communications Specialist

BACKGROUND: The job description for Communications Specialist needs to be revised to more accurately reflect the responsibilities and requirements of the position to include usage of current electronic media, and to add clarity to the responsibilities of the position. Also, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, District requirements and any Federal, State or Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities to review and revise outdated job descriptions. This revised job description does not reflect a salary increase. The District is reinstating this position to 225 days of service.

RATIONALE: The revised job description is being proposed to ensure it accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment for the position of Communications Specialist.

This agenda item meets District Strategic Goal #5: Continuously improve fiscal, facilities, and operational processes, and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: N/A.

RECOMMENDATION: Approve Revised Job Description for Communications Specialist

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Communications Specialist

DEPARTMENT/DIVISION: Office of the Superintendent

POSITION SUMMARY: Under the direction of the Superintendent, coordinates communications and public relations for the District; plans and organizes special events to enhance public relations; assists in enhancing the public relations and communications skills of administrators as assigned; serves as media liaison for the District; prepares a variety of publications and materials **and manages the District electronic web presence.**

ESSENTIAL FUNCTIONS:

1. Coordinates communications and public relations for the District; provides strategic planning and implements public, employee and media relations strategies.
2. Coordinates and oversees the development, design, and production of publications, visual presentations, web sites **including social media**, and surveys.
3. Plans and organizes special events and activities to enhance District public relations.
4. Responds to public records/information requests **from internal and external sources.**
5. Serves as communication liaison between the media and the District. Prepares and distributes news releases, arranges media interviews and conferences, and responds to media requests for information.
6. Assists in enhancing public relations and communications skills of administrators as assigned; assists administrators in developing techniques for interacting with the media, public and others; assists District employees in preparing for interviews.
7. Serves as a resource to school site and central office **personnel** by providing information and training related to strategic communications and public relations; assists in development of effective communication **skills and** procedures.
8. Researches and writes articles and speeches for **use by** the Superintendent and Board of Education members.
9. Provides support to the Superintendent in ~~carrying out~~ **completing** projects as assigned to meet the needs of school sites, District departments and the Board of Education.
10. Develop and maintain the Superintendent's Office/Public Information budget.
11. Supports the emergency preparedness, crisis planning and response needs of the District.
12. **Maintains regular and prompt attendance in the workplace.**
13. **Performs** other related duties as assigned.

EDUCATION AND EXPERIENCE: Any combination equivalent to a Bachelor's Degree in public relations, communications or a related field, or equivalent experience in education or business environment. Minimum five years of experience in public relations, communications or a related field **preferred.**

SKILLS AND QUALIFICATIONS:

1. Excellent verbal, written and interpersonal communication skills.
2. Proficiency with current technology for performance of duties; including graphics design and **current** publication/print software.
3. Excellent analytical and critical thinking skills and **ability to use good-independent skills judgment when making independent decisions.**
4. Ability to develop and maintain effective working relationships with District staff, Board members, news media, and the general public.

5. Knowledge of principles, methods, procedures and strategies concerning a public information, communication, and community relations program **within a public school.**
6. Knowledge of legal mandates, **California Education Codes**, policies, regulations and guidelines pertaining to the distribution of news and public information.

PHYSICAL REQUIRMENTS:

Employees in this position must have the ability to:

1. Stand and/or sit for extended periods of time.
2. **Enter data into a computer terminal/typewriter and operate standard office equipment for extended periods of time.**
3. **See and read a computer screen and printed matter with or without vision aids.**
4. **Speak so that others may understand at normal levels and on the telephone with or without hearing aids.**
5. **Hear and understand at normal levels and on the telephone with or without hearing aids.**
6. **Stand and/or walk on hard and/or uneven surfaces for extended periods of time.**
7. Bend, squat, and/or stoop for brief periods of time.
8. **Reach above shoulder level for brief periods of time. Reach overhead, grasp, push/pull up to 25 pounds for short periods of time.**
9. **Push/pull up to 50 lbs.**
10. **Lift and carry up to 50 lbs. Lift and/or carry up to 50 pounds at waist height for short distances.**

WORK ENVIRONMENT:

Employees in this position primarily will work indoors in an office environment during the course of the required work schedule. Driving a vehicle to conduct work at school sites or in the community is frequently required. **Employees in this position will come in direct contact with school site staff, students, parents, and the public. In addition, the Communications Specialist may occasionally perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other school related activities and events.**

DAYS OF SERVICE: 225 days

SALARY: ~~Classified Management, Range 21-~~ **LME 25**

Board Approved: TUSD 7/12/04

Revised:

