

**NOTICE**

**REGULAR MEETING OF THE GOVERNING BOARD**

**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, AUGUST 28, 2012**

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

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

**A G E N D A**

**1. Call to Order**

**2. Roll Call – Establish Quorum**

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

**3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.**

**3.1 Educational Services:**

**3.1.1 Application for Reinstatement #12-13/1, 2, 3, 4, 5, 6, 7, 8**

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

**3.1.2 Application for Enrollment #12-13/1, 2, 3**

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

**3.1.3 PE Exemption: Student #10323888**

**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.  | <p><b>Closed Session Issues:</b></p> <p><b>6a</b> Report Out of Action Taken on Application for Reinstatement #12-13/1, 2, 3, 4, 5, 6, 7, 8<br/> <b>Action: Vote:</b> Yes ___; No ___; Absent ___; Abstain ___</p> <p><b>6b</b> Report Out of Action Taken on Application for Enrollment #12-13/1, 2, 3<br/> <b>Action: Vote:</b> Yes ___; No ___; Absent ___; Abstain ___</p> <p><b>6c</b> Report Out of Action Taken on PE Exemption Student #10323888<br/> <b>Action: Vote:</b> Yes ___; No ___; Absent ___; Abstain ___</p>  | Pg. No.             |
| 7.  | <p><b>Approve Regular Minutes of August 14, 2012</b><br/> <b>Action:</b> Motion ___; Second __. <b>Vote:</b> Yes ___; No ___; Absent ___; Abstain ___.</p>   | 1-5                 |
| 8.  | <p><b>Student Representative Reports:</b> None.</p>  |                     |
| 9.  | <p><b>Recognition &amp; Presentations:</b> An opportunity to honor students, employees and community members for outstanding achievement:<br/> <b>9.1</b> Villalovoz School Update on meeting ELL students' needs</p>  |                     |
| 10. | <p><b>Hearing of Delegations:</b> Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).</p> <p>This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.</p> <p>The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you. There is a record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. You may obtain copies of the policy from Human Resources, and staff will assist you.</p> |                     |
| 11. | <p><b>Information &amp; Discussion Items:</b> An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.</p> <p><b>11.1 Administrative &amp; Business Services:</b></p> <p style="padding-left: 20px;"><b>11.1.1</b> Receive Report on the California Budget and Implications to Tracy Unified School District</p> <p><b>11.2 Educational Services:</b></p> <p style="padding-left: 20px;"><b>11.2.1</b> Receive Report on the Common Core State Standards (CCSS) Part 4, Focus on the New Assessment System Through the Smarter Balanced Consortium</p>  | <p>6-7</p> <p>8</p> |
| 12. | <p><b>PUBLIC HEARING:</b> None.</p>  |                     |

	Pg. No.
<b>13. Consent Items:</b> Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.	
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__	
<b>13.1 Administrative &amp; Business Services:</b>	
<b>13.1.1</b> Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment	<b>9-12</b>
<b>13.1.2</b> Approve Assembly, Service, Business and Food Vendors	<b>13-19</b>
<b>13.1.3</b> 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	<b>20</b>
<b>13.1.4</b> Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>21-22</b>
<b>13.1.5</b> Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	<b>23-24</b>
<b>13.2 Educational Services:</b>	
<b>13.2.1</b> Ratify 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	<b>25-30</b>
<b>13.2.2</b> Approve the Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant Application for 2012-2013	<b>31-50</b>
<b>13.2.3</b> Approve Agreement for Special Contract Services with Counseling and More (CAM) to Provide Training for Parents at Villalovoz Elementary School for the 2012 – 2013 School Year	<b>51-54</b>
<b>13.2.4</b> Ratify Master Contract and Individual Services Agreement with Central Valley Training Center, NPS for the School Year 2012-2013 (Separate Cover Item)	<b>55</b>
<b>13.2.5</b> Ratify Master Contract and Individual Service Agreements with Children's Home of Stockton, NPS for the School Year 2012-2013 (Separate Cover Item)	<b>56</b>
<b>13.2.6</b> Ratify Master Contract with Options in Education, NPS for the 2012-2013 School Year (Separate Cover Item)	<b>57</b>
<b>13.2.7</b> Contract and Individual Service Agreement with Sierra School, NPS for the 2012-2013 School Year (Separate Cover Item)	<b>58</b>
<b>13.2.8</b> Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS for the School Year 2012-2013 (Separate Cover Item)	<b>59</b>
<b>13.2.9</b> Ratify Master Contract and Individual Service Agreement with Tobinworld II, NPS for the 2012-2013 School Year (Separate Cover Item)	<b>60</b>
<b>13.2.10</b> Approve Addendum to the West High Preliminary School Plan and Budget for the 2012-2013 School Year to Include "One Day at a Time" (ODAT) Program	<b>61</b>

		<b>Pg. No.</b>
	<b>13.2.11</b> Ratify Agreement for Special Contract Services with Pacific Educational Group to Provide Staff Development to the District Leadership Team and District Management Team from August 28, 2012 through February 28, 2013	<b>62-64</b>
<b>13.3</b>	<b>Human Resources:</b>	
	<b>13.3.1</b> Approve Classified, Certificated and/or Management Employment	<b>65-66</b>
	<b>13.3.2</b> Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	<b>67-68</b>
	<b>13.3.3</b> Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for the 2012-2013 Fall Season	<b>69-71</b>
	<b>13.3.4</b> Approve Agreement for Special Contract Services for Assistant Varsity Football Coach Randy Nunez for the 2012-2013 Fall Season	<b>72-75</b>
	<b>13.3.5</b> Ratify Agreement for Special Contract Services for Assistant Cross Country Coach Kristina Padilla for the 2012-2013 Fall Season	<b>76-79</b>
	<b>13.3.6</b> Approve Agreement for Special Contract Services with @Work Medical Services to Provide Nurses for Needed Nursing Services	<b>80-86</b>
	<b>13.3.7</b> Ratify Agreement for Special Contract Services for Assistant Football Coach John Gallagher for the 2012-2013 Fall Season	<b>87-89</b>
<b>14.</b>	<b>Action Items:</b> Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
	<b>14.1 Administrative &amp; Business Services:</b>	
	<b>14.1.1</b> Adopt Resolution No. 12-04 to Excuse Meeting Absence of Board Member	<b>90-91</b>
	<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	
	<b>14.1.2</b> Approve Change to AR 1330.1 Community Rental of School District Facilities (Intent to Adopt)	<b>92-123</b>
	<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	
<b>14.2</b>	<b>Educational Services:</b> None.	
<b>14.3</b>	<b>Human Resources:</b>	
	<b>14.3.1</b> Approve Change in Language for the Conflict of Interest Code	<b>124-127</b>
	<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	
<b>15.</b>	<b>Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.	
<b>16.</b>	<b>Superintendent's Report:</b> 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 September 11, 2012**
- 17.2 September 25, 2012**
- 17.3 October 9, 2012**
- 17.4 October 23, 2012**
- 17.5 November 13, 2012**
- 17.6 December 11, 2012**

**18. Upcoming Events:**

- |             |                             |                                      |
|-------------|-----------------------------|--------------------------------------|
| <b>18.1</b> | <b>September 3, 2012</b>    | <b>No School, Labor Day</b>          |
| <b>18.2</b> | <b>October 22, 2012</b>     | <b>No School, Parent Conferences</b> |
| <b>18.3</b> | <b>November 12, 2012</b>    | <b>No School, Veteran's Day</b>      |
| <b>18.4</b> | <b>November 19-23, 2012</b> | <b>No School, Thanksgiving Break</b> |
| <b>18.5</b> | <b>Dec. 17-Jan. 1, 2013</b> | <b>No School, Winter Break</b>       |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, August 14, 2012**

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

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

**7:02 PM:** President Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

President Costa pulled items 13.2.4, 13.2.5, 13.2.17, 13.2.19, 13.2. 20, 13.2.21.

**Closed Session:** **6a** Finding of Fact #11-12/121  
**Action:** Guzman, Swenson. **Vote:** Yes-7; No-0.  
**6b** Report Out of Action Taken on Application for Reinstatement #11-12/85, 86, \ 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102  
**Action:** pulled #88. **Vote:** Yes-7; No-0.  
**Action:** On Item 88. **Vote:** Yes-5; No-2.  
**6c** Report Out of Action Taken on Waiver of Enrollment #11-12/8,9  
**Action:** **Vote:** Yes-7; No-0.  
**6d** Report Out of Action Taken on Leave of Absence Requests for Certificated Employees #UC-773 and #UC-775, Pursuant to Article XX  
**Action:** Approved. **Vote:** Yes-7; No-0.

**Employees Present:** J. Cardoza, C. Minter, B. Harrold, P. Hall, B. Carter, J. Anderson, G. Garner

**Press:** None.

**Visitors Present:** Joey West

**Minutes:** **Approve Regular Minutes of June 12, 2012, 2012**  
**Action:** Crandall, Silva. **Vote:** Yes-7; No-0.  
**Approve Special Minutes of June 29, 2012, 2012**  
**Action:** Guzman, Gouveia. **Vote:** Yes-6; No-0; Abstain-1(Swenson)

**Student Rep Reports:** None.

**Recognition & Presentations:** None.

**Hearing of Delegations** None.

<b>Information &amp; Discussion Items:</b>	<b>11.1</b>	<b>Administrative &amp; Business Services:</b> None.
<b>Public Hearing:</b>	<b>None.</b>	
<b>Consent Items:</b>	<b>Action</b>	Except for pulled items: 13.2.4, 13.2.5, 13.2.17, 13.2.19, 13.2. 20, 13.2.21. Silva, Crandall. <b>Vote:</b> Yes-7; No-0.
	<b>13.1</b>	<b>Administrative &amp; Business Services:</b>
	<b>13.1.1</b>	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
	<b>13.1.2</b>	Approve Assembly, Service, Business and Food Vendors
	<b>13.1.3</b>	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	<b>13.2</b>	<b>Educational Services:</b>
	<b>13.2.1</b>	Ratify Agreement for Special Contract Services with Valley Community Counseling Services to Provide the Incredible Years Program
	<b>13.2.2</b>	Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for Write Institute Training
	<b>13.2.3</b>	Ratify Agreement for Special Contract Services with Continuing Development, Incorporated DBA Choices for Children to Provide Family Support Services for the Families of North Preschool Students from July 1, 2012-June 30, 2013
	<b>13.2.4</b>	Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS, for the 2012-2013 School Year (Separate Cover Item)
	<b>13.2.5</b>	Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS, for School Year 2012-2013 (Separate Cover Item)
	<b>13.2.6</b>	Approve the Spring 2012-2013 Consolidated Application for the Tracy Unified School District
	<b>13.2.7</b>	Approve Agreement for Special Contract Services Between DataWORKS Educational Research and Central School for the 2012-2013 School Year
	<b>13.2.8</b>	Approve Agreement for Special Contract Services for Nancy Fetzter to Provide Four Full Days of Coaching for Teachers in Writing Strategies for Hirsch Elementary School
	<b>13.2.9</b>	Approve Agreement for Special Contract Services with Nancy Fetzter to Provide Continued Staff Development Training in Reading and Writing Instructional Practices to Teachers at Central Elementary School for the 2012-2013 School Year
	<b>13.2.10</b>	Approve Agreement for Special Contract Services with Valley

- Community Counseling Services to Provide Counseling at South/West Park School for the 2012-2013 School Year
- 13.2.11 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School
  - 13.2.12 Approve Agreement for Special Contract Services with Scholastic Inc., for English 3D Follow-Up Implementation Training on October 2 and November 6, 2012
  - 13.2.13 Approve Service Agreement for Nancy Fetzter to Provide Four Full Days of Coaching for Teachers in Writing Strategies for George Kelly School
  - 13.2.14 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Jacobson Elementary School
  - 13.2.15 Approve Agreement for Special Contract Services for Nancy Fetzter to Provide Five Full Days of Coaching for Teachers in Writing Strategies at Jacobson Elementary School On October 29, 30, 31, November 1 and 2, 2012
  - 13.2.16 Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2012
  - 13.2.17 Ratify Master Contract and Individual Services Agreement with Central Valley Training Center, NPS for the 2012-2013 School Year (Separate Cover Item)
  - 13.2.18 Ratify Contract with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2012-2013 School Year
  - 13.2.19 Ratify Master Contract with Options in Education, NPS for the 2012-2013 School Year (Separate Cover Item)
  - 13.2.20 Ratify Master Contract and Individual Service Agreement with Tobinworld II, NPS for the 2012-2013 School Year (Separate Cover Item)
  - 13.2.21 Ratify Master Contract and Individual Service Agreement with Sierra School, NPS for the 2012-2013 School Year (Separate Cover Item)
  - 13.2.22 Ratify Agreement for Special Contract Services with Real Inspiration, Inc. (Keith Hawkins) for Student Leadership Mentor Training July 31-August 1, 2012
  - 13.2.23 Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation
- 13.3 **Human Resources:**
- 13.3.1 Approve Classified, Certificated and/or Management Employment
  - 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
  - 13.3.3 Approve Expenditures of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions

**Action Items:**

- 14.1 **Administrative & Business Services:**
- 14.1.1 Adopt Resolution No. 12-02 Ratifying a Development and Lease



- Agreement, A Site Lease and A Guaranteed Maximum Price Relating to the Stadium and Improvement Project at Tracy High School; and Ratify the Notice to Proceed
- Action:** Crandall, Gouveia. **Vote:** Yes-7; No-0.
- 14.1.2** Adopt Resolution No. 12-03 of the Board of Trustees of the Tracy Joint Unified School District Implementing a Change in the District's Name
- Action:** Silva, Vaughn. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:**
- 14.2.1** Adopt Resolution No. 12-01 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2012-2013 School Year and to Authorize Designated Personnel to Sign Contract Documents
- Action:** Swenson, Gouveia. **Vote:** Yes-7; No-0.
- 14.2.2** Approve Board Policy 6170.1 Transitional Kindergarten, Board Policy 5111 and Acknowledge Administrative Regulation 5111 Admission (Second Reading)
- Action:** Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.3 Human Resources:**
- Authorize Declaration of Need for the 2012-2013 School Year
- 14.3.1** Crandall, Guzman. **Vote:** Yes-7; No-0.

#### **Board Reports:**

Trustee Gouveia commented that it is good to be back and hopes for a good year. He would like to see if we can acquire additional funding for the school district. Trustee Swenson attended the new educator mixer. It was great to see the selection of teachers especially from MIT, Cal Berkeley and UOP. He attended the facility meeting with Greg, Ted, Anthony and Bonny to get an update on projects. Another issue was that after the Junior Seau suicide, it brought a lot of attention to concussions and football. They met with Matt Loggins and he put together and organized an expanded handbook section on what coaches should be doing regarding concussions. Coaches will have to sign off that they participated in an orientation. There will also be a separate section on steroids and heat exhaustion. Trustee Silva commented that there was a lot of emphasis put on this at the parent meeting he attended. Trustee Guzman welcomed back students, teachers and staff. He is looking forward to a great year and to seeing the Tracy High stadium progression. Trustee Crandall attended the new educator mixer. It was impressive with their education and that they chose to come to TUSD. He also thanked Cindy Everhart for helping out with complaints. He is looking forward to the August 27<sup>th</sup> District Welcome Back. Trustee Vaughn welcomed everyone back and hopes to have a great school year. Trustee Silva also attended the new teacher reception. He gave kudos to all the new hires and thanked Bonny and team for their special effort in getting facilities in order for school. Trustee Costa reiterated that we do have construction going on at some of our schools and parents and teachers should be cognizant of that and take time and be patient when dropping off and picking up students.

#### **Superintendent Report:**

Dr. Franco asked Bonny if she would give us a quick update on Monte Vista – Bonny and Anthony have been working hard all weekend to get Monte Vista up

and running.

Bonny Carter reported that our contractors were phenomenal; they worked every night, double shifts, Saturday and Sunday just to clean our sites and have them ready for school to open. They received kudos and compliments and the teachers loved their new classrooms. RGM and Roebellen really pulled through. They are currently working on 4 classes at McKinley and 2 at Monte Vista that weren't finished so students were temporarily housed. Bill Willner and his crew really came through as well. She thanked Dr. Franco, Dr. Goodall and Food Services for their support. It was frantic prior, but very calm the first day of school. At Tracy High, it didn't take very long for everything to come down. They will move the relocatables to a temporary location and building pad. There will be some excavation in the next 2 weeks on the stadium. She also thanked the teachers of both schools as they didn't get much time to move in. Crews were finishing rooms on Sunday, but there was a great deal of teamwork everywhere.

Dr. Franco asked that when the construction is finished, the Board would like to have tours of Monte Vista and McKinley as well as the WHS box theater. He also congratulated the Board as all members are coming back for the next term. We do not have to go through an election because the community has confidence in the board. Compliments to the board as they set the tone for our vision and should be proud of being members of this board.

7:25 p.m.

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Clerk

Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 20, 2012  
**SUBJECT:** Receive Report on the California Budget and Implications to Tracy Unified School District

**BACKGROUND:** The Board of Trustees approved the district 2012-13 budget in late June, based on the premise that the economic downturn that began five years ago will be resolved by passage of Governor Brown's tax initiative, Proposition 30, which: increases personal income tax on annual earnings over \$250,000 for seven years; increases sales and use tax by ¼ cent for four years; allocates temporary tax revenues 89 percent to K-12 schools and 11 percent to community colleges; bars use of funds for administrative costs, but provides local school governing boards discretion to decide, in open meetings and subject to annual audit, how funds are to be spent; and, guarantees funding for public safety services realigned from state to local governments.

**RATIONALE:** Should Proposition 30 not pass, the assumptions informing the development of the budget must be modified. The result would be a loss of approximately \$6,857,567 of ongoing revenues. However, Tracy Unified School District (TUSD), which has suffered from a decade of budget reductions, is currently spending approximately \$4 million per year more than it receives in revenues, which is possible because of a large fund balance gained from years of years of frugal spending, conservative staffing, and considerations that the state budget has been structurally imbalanced for years.

The threat of the current deficit spending pattern, coupled with revenue reductions threatened by a loss of Proposition 30, results in a long-term true reduction target of \$11,253,850 per year. However, the large ending balance allows the reduction to be phased in over the next decade, in accordance with the following estimated schedule:

<u>Fiscal Year</u>	<u>Reduction Target</u>
2013-14	\$(4,044,921)
2014-15	\$(2,923,432)
2015-16	\$(1,428,499)
2016-17	\$(952,333)
2017-18	\$(634,888)

2018-19	\$(423,259)
2019-20	\$(282,173)
2020-21	\$(282,173)
2021-22	\$(282,172)

Total	\$(11,253,850)
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**FUNDING:** This report generates no cost.

**RECOMMENDATION:** Receive Report on the California Budget and Implications to Tracy Unified School District.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** August 17, 2012  
**RE:** **Receive Report on the Common Core State Standards (CCSS) Part 4, Focus on the New Assessment System through the Smarter Balanced Consortium**

**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 and clear, allowing students, parents and teachers to understand what is expected of them. The Council of Chief State School Officers (CCSSO) and the National Governors Association Center for Best Practices (NGA Center) committed to developing a set of standards that will help prepare students for success in college and careers and in September 2009 released the College and Career Readiness standards that became the foundation for the CCSS. In August 2010, the California State Board of Education (SBE) voted unanimously to adopt the new Common Core State Standards for both English-Language Arts and Mathematics.

**RATIONALE:** It is important to update the School Board on changes in curriculum, instruction and assessment. Therefore, staff will provide an update on the Common Core State Standards (CCSS). The CCSS will be presented in four parts, during the April 17, May 8, May 22, and August 28, 2012 Board Meetings. The August 28 presentation will include a focus on the new assessment system through the Smarter Balanced Consortium. This meets District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

**FUNDING:** None

**RECOMMENDATION:** Receive Report on the Common Core State Standards (CCSS) Part 4, Focus on the New Assessment System through the Smarter Balanced Consortium

**PREPARED BY:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services & Human Resources



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** August 17, 2012  
**SUBJECT:** Authorize Associate Superintendent for Business Services to  
Enter into Agreement to Dispose of Damaged, Obsolete and Surplus  
Furniture, Computers and Equipment

**BACKGROUND:** District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

- 1) "Materials accumulated which have no further value to the program of the school district, from time to time, be disposed of in such a manner to provide maximum benefit to the school district." BP 3316
- 2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:
  - Equipment about to be replaced
  - Equipment beyond economic repair
  - Obsolete due to changes in material make up (technology)
  - Salvage and scrap
  - Rubbish
- 3) The next step would be to sell the item for cash through the following steps:
  - a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder, or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of Materials Management has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

When disposing of damaged, obsolete & surplus furniture and equipment, bidding for this service is not required. Yet, to ensure district assets and tax dollars are used appropriately, the district contacted several vendors, including Tracy Delta Disposal, for their respective prices. The results of our contacts with vendors has led us to create a pool of vendors to help service our needs. The vendors to be included this round of surplus equipment are: ARC International, Cali Resources, Tri Products Recycling, Universal Waste Management, Inc and e-Recycling of California.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The over all value of the inventory is negative or at best negligible as has been determined by the District. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, will be sold to recyclers. All of these vendors provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and guards our safety against any internal information being accessed after it is declared surplus. The District has no financial history in doing business with Tri Products Recycling or Universal Waste Management, Inc. or Cali Resources. We have two years of experience with ARC International and three recent transactions with e-Recycling of California.

**RATIONALE:** "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety

through certification. The vendors listed above all provide a warranty on parts before donation or resale exchange takes place and provides a recycling program for all items that are toxic and not reused. Liability exposure to district is eliminated.

**FUNDING:** Cost is only the labor time to palletize and load items with a slight return possible.

**RECOMMENDATION:** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.

**Prepared by:** Gary M. Jayne, Director of Materials Management.



<b>DEC Warehouse Surplus List – 6/24/2012</b>	
<b>ITEM</b>	<b>In Warehouse</b>
Monitors	142
Computers	98
Printers	25
TVs	14
O/H projectors	12
VCR/DVD players	4
Power supplies	2
Video Camera	2
Cords, keyboards & speakers (boxes)	6
Radio	2
Adding Machine	3
Typewriters	2
Micro wave ovens	1
Scanners	3
Scanners	3
<b>DEC Food Service Surplus List – 6/24/2012</b>	
Commercial Ovens	8
Coolers	2
Serving Line - Cold	3
Serving Line - Hot	2



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 15, 2012  
**SUBJECT:** Approve Assembly, Service, Business and Food Vendors

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

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

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

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

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

**RECOMMENDATIONS:** Approve Assembly, Service, Business and Food Vendors

**PREPARED BY:** Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
*FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY See specifics below		
<b>ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL:</b>		
	One Day At A Time, Inc. - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues-925-437-3574. <a href="http://www.odatec.org">www.odatec.org</a>	2/27/2013
<b>↓ APPROVED LIST BELOW BY EXPIRATION DATE↓</b>		
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) <a href="http://www.assemblyline.com/index.html">www.assemblyline.com/index.html</a> <a href="mailto:bureau@assemblyline.com">bureau@assemblyline.com</a>	8/20/2012
8/14/12	Elite T-Shirt Printing - Dina 640-1918 or <a href="mailto:dina@elitetshirtprinting.com">dina@elitetshirtprinting.com</a>	8/24/2012
4/12/11	John Searle - Stage Workshops, <a href="mailto:johnsearles1@aol.com">johnsearles1@aol.com</a> , <a href="http://www.johnsearlesfights.com/index.shtml">www.johnsearlesfights.com/index.shtml</a>	8/31/2012
3/8/11	Andrew Troisen, DDS. 833-1240	9/1/2012
9/27/11	Marcel Eiland- DJ Services - 408-667-7803, <a href="mailto:maen3wera@gmail.com">maen3wera@gmail.com</a>	9/8/2012
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. <a href="mailto:nicole@amospro.com">nicole@amospro.com</a> or <a href="mailto:info@amospro.com">info@amospro.com</a>	9/16/2012
1/25/11	Soren Bennick Productions - Power of One Anti-Bullying Program, Soren Bennick 1-866-816-5808, <a href="mailto:sorenbenick@sorenbenick.com">sorenbenick@sorenbenick.com</a> ; To view a video clip of the show, go to <a href="http://www.sorenbenick.com">www.sorenbenick.com</a> ; enter the Power of One section, click on the Principals Only field, and use the password:	9/18/2012

Board Approved	Vendor	Insurance Expires
10/24/11	Adriana Ribeiro - After school music lessons for students, 836-4056, adriankr@prodigy.net	10/1/2012
11/8/11	Famous Allstars - tumbling lessons. Michael Campos (209) 608-2476. famousallstars@gmail.com	10/28/2012
3/8/11	Peacemakers - Paul Hall - phall@tUSD.net or Kevin James - kev4jam@sbcglobal.net	11/1/2012
12/13/11	Jumpstart Productions - Scott Greenburg Motivational speaker - (818) 785-7610, scott@scottgreenburg.com, www.scottgreenburg.com	9/24/2012
11/8/11	Fresh Entertainment - DJ/MC, Sound & Lighting Rental. Derek Mizuno 510-921-4373, derekmizuno@gmail.com	10/31/2012
8/28/07	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	12/1/2012
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2012
1/24/12	Larry Fagg - Fundraising. larryfagg@fundraisinglarryfagg.com. Student Discovery Program- 90 volunteer speakers @ high schools/college scholarship. larryfagg@sjcdiscovery.org. 408-242-2733	12/15/2012
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2013
11/9/10	Pacific Dental Services/Tracy Smiles My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441- stephensm@pacificdentalservices.com, Cammy Harvey - harveyc@pacificdentalservices.com. www.tracysmilesdental.com.	1/1/2013
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www.gicgraphicwear.com, 723-9817	1/9/2013

Board Approved	Vendor	Insurance Expires
12/13/11	Pegleg Entertainment DJ Services - John Lau (510) 867-0755. peglegentertainment@gmail.com, www.peglegentertainment.com	1/27/2013
5/8/12	International Printing Museum- Mark Barbour. 310-515-7166, mail@printmuseum.org, www.printmuseum.org	1/30/2013
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2013
10/11/11	Rumors Productions - Jenna Teyshak/Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2013
11/13/07	Ancient Artifacts- Social studies Gold Rush presentations. Lourdes Schallock-916-799-0321, info@ancientartifacts.biz, www.ancientartifacts.biz	2/5/2013
5/8/12	Jester Games - Diablo presentation. Roxanne Lynch - 310-613-0331. Roxanne@thediablofest.com. www.thediablofest.com	4/25/2013
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2013
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2013
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2013
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2013
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2013

Board Approved	Vendor	Insurance Expires
12/14/10	David Greenberg-Author-360-560-7766. fax # 503-842-1290. authilus@teleport.com. www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2013
9/27/11	New Creation Bible Fellowship-Kevin James-408-595-5704, www.ncbfracy.org. Power Zone Camp	9/1/2013
6/12/12	Feet First Entertainment-DJ Service, Amy Wu 510-601-0600, info@feetfirstevents.com	10/12/2013
5/8/12	Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1 - Contact Cindy Everhart.</b>	NO Charge, Tier 1
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	NO Charge, Tier 1
12/13/11	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1

Board Approved	Vendor	Insurance Expires
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523 or Tom Simpson 612-4222. <a href="http://www.getrealbehindthewheel.org">www.getrealbehindthewheel.org</a>	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, <a href="http://www.reachkids.com">www.reachkids.com</a> , <a href="mailto:reachme@theriver.com">reachme@theriver.com</a>	NO Charge, Tier 1
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or <a href="mailto:pgilliam@pacbell.net">pgilliam@pacbell.net</a>	NO Charge, Tier 1
<b>Section 308.3 Open Flame.</b> A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.		
<b>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property.</b> Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.		

Board Approved	Vendor	Insurance Expires
<b>FOOD VENDORS:</b>		
<b>OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly.</b>		
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2012
10/25/11	Mi Esperanza Taqueria - Mexican food vendor. Omar Mendoza - 832-3020. 918 Central Ave.	10/15/2012
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com,	12/1/2012
5/8/12	Oh My Dawgs Inc., Food Catering. Uoxina Aguirre - 836-0093, uoxina@comcast.net. www.ohmydawgs.com	10/12/2013
<b>*Section 308.3 Open Flame.</b> A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1. Section 105.6.		
<b>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property.</b> Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – \$1,000.		





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 28, 2012  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

1. Tracy Unified School District/Bohn Elementary School: The Bohn School Parent Teacher Organization in the amount of \$7,500.00 (ch. #2521). This donation will be used towards the purchase of technology items in the classrooms.

**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:** August 15, 2012  
**SUBJECT:** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

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

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A. Vendor: K S Telecom, Inc.  
Site: Bohn, Hirsch, Duncan-Russell, Villalovoz, Williams, Stein & Jacobson  
Item: Quote-Ratify  
Services: Modernization cabling assistance to get noted sites online prior to the first day of school.  
Cost: \$5,780.50  
Project Funding: Measure S Bond Funds

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B. Vendor: AMS.NET  
Site: North Elementary School – Project #2012-ISET-009 Modernization of Cabling  
Item: Change Order #1-Ratify  
Services: Scope of work documented on the change order summary  
Cost: \$495.00  
Project Funding: Measure S Bond Funds

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C. Vendor: KS Telecom, Inc.  
Site: Hirsch Elementary School – Project #2012-ISET-003 Modernization of Cabling  
Item: Notice of Completion  
Services: Contractor provided and installed new communications cabling to current infrastructure.  
Cost: \$128,940.00 Change Orders: \$1,985.00 Total Contract: \$130,925.00  
Project Funding: Measure S Bond Funds

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D. Vendor: KS Telecom, Inc.  
Site: Williams Middle School – Project #2012-ISET-006 Modernization of Cabling  
Item: Notice of Completion  
Services: Contractor provided and installed new communications cabling to current infrastructure.  
Cost: \$239,390.00 Change Orders: \$8,700.93 Total Contract: \$248,090.93  
Project Funding: Measure S Bond Funds

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 15, 2012  
**SUBJECT:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

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

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A. Vendor:	Decotech
Site:	Tracy High School New Stadium Project
Item:	Quote
Services:	Projectors for relocatable classrooms
Cost:	\$7,806.99
Project Funding:	Measure E Bond Funds

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 17, 2012  
**SUBJECT:** **Ratify 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**

**BACKGROUND:** The Tracy Unified School District is embarking on the implementation of the new California Common Core Standards (CCSS). During the 2012 - 2013 school year, approximately 40 teacher leaders in grades K-12 will be trained on the CCSS for Mathematics with the expectation of training the rest of the teachers in the District in 2013-2014. The San Joaquin County Office of Education Math Department will provide the training. A Module 1 (Overview) was presented on August 28, 2012. This overview was an afternoon session for all K-12 teacher leaders. Module 2 (Content & Curriculum) will be presented on September 11 & 12, 2012. Module 3 (Instruction) will be presented on October 16 & 17, 2012. Module 4 (Instructional Materials) will be presented on November 13 & 14, 2012. These last three modules will involve all day sessions, with one day for K-5 teachers and one day for 6-12 teachers. All training will take place in the Staff Development Training Room at Tracy Unified School District. In order for teachers to benefit from this professional development, the window of opportunity was very small which necessitated the early start date of August 28 to begin the training. Hence, this Board Agenda Item is seeking ratification.

**RATIONALE:** This agenda item supports District Strategic Goal #1: Prepare all students for college and careers. With the advent of the new Common Core State Standards, the focus is on rigor and relevance. Whether students are going directly to college or into the work force, these new standards will better prepare students for both opportunities. Teachers must be prepared to support student attainment of their goals. This agenda item also supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between student subgroups is closed. In spring of 2015, California will see a new assessment system based on the new Common Core State Standards. Students will be held accountable for meeting these new standards. Therefore, teacher leaders will be trained in 2012 - 2013, they will train their colleagues in 2013 - 2014 and the students will be ready for the first administration of the new standardized assessment program. Finally, this agenda item supports District Strategic Goal #6: Develop and support a high performing work force. The Common Core State Standards in Mathematics stipulate modest changes to the content taught at each grade level but they suggest significant changes in the mathematical practices that occur in each classroom. It is very important that teachers of mathematics receive professional growth so that they may bring those mathematical practices into their classrooms and to train other teachers to do the same.

**FUNDING:** Funding for this contract is to be paid with Math Professional Development Program funds with 50% funded from Title I (RS3010) and 50% funded from Title II (RS4035). This contract shall not exceed \$12,000.

**RECOMMENDATION:** Ratify 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

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

# 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 Mathematics Department, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide training to 40 math teacher leaders on the Common Core State Standards in Mathematics. Module 1 (Overview) on August 28, 2012, 3:30pm – 5:00pm; Module 2 (Content & Curriculum) on September 11-12, 2012, 8:30am – 3:00pm each day; Module 3 (Instruction) on October 16-17, 2012, 8:30am – 3:00pm each day; Module 4 (Instructional Materials) on November 13-14, 2012, 8:30am – 3:00pm each day.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of forty and a half ( 40.5 ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: TUSD Staff Development Training Room.

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

a. District shall pay \$12,000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$12,000. 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 August 28, 2012, and shall terminate on November 14, 2012.

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, Janice A. Bussey at ( 209 ) 830-3232 X 1551 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.

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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

Send all copies to the Business Office:

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



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

## MEMORANDUM OF UNDERSTANDING

This Agreement by and between the San Joaquin County Office of Education, Mathematics Department, and **Tracy Unified School District** to provide professional development (three-day plus an afternoon) on California's Common Core Standards (CCSS) for Mathematics for 40 members of Math Cadre. The two parties, SJCOE and Tracy Unified School District mutually agree to the following:

### I. CONSULTANT AND/OR SERVICES DEFINED

This Agreement calls for SJCOE to provide Math Professional Development to Tracy Unified Math Cadre.

### II. TERMS OF AGREEMENT

Module 1:	Overview	8/28/12 (K-12)	
Module 2:	Content & Curriculum	9/11/12 (K-5)	9/12/12 (6-12)
Module 3:	Instruction	10/16/12 (K-5)	10/17/12 (6-12)
Module 4:	Instructional Materials	11/13/12 (K-5)	11/14/12 (6-12)

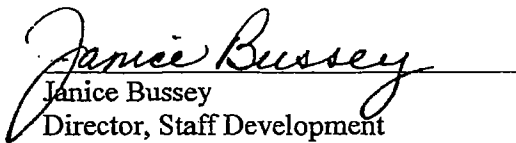
### III. COMPENSATION

For services provided by SJCOE Mathematics Department, Tracy Unified School District will pay SJCOE Mathematics Department the sum of **\$12,000** for **Professional Development for 40 members of Math Cadre.**

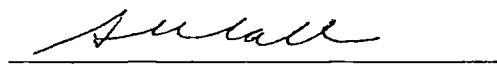
Payment to SJCOE Mathematics Department by Tracy Unified School District for these services will be made upon receipt of invoice for service to be paid by Dec. 31<sup>st</sup>, 2012.

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

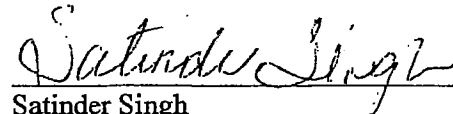
- A. SJCOE/Mathematics Department certifies that at all times the consultant/SJCOE is acting as an independent contractor and not as employee of Tracy Unified School District. Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers,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

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

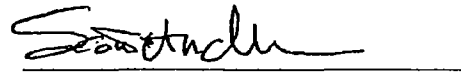
6-29-12  
DATE

  
Reed Call  
Director, Financial Services  
1875 W. Lowell Ave  
Tracy, CA 95376

7-5-12  
DATE

  
Satinder Singh  
Director of Mathematics/SJCOE  
2707 Transworld Drive  
Stockton, Ca 95206

6/6/2012  
DATE

  
Scott Anderson  
Division Director, Operations  
P.O. Box 213030  
Stockton, CA 95213

6/7/12  
DATE



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of  
Educational Services and Human Resources  
**DATE:** August 15, 2012  
**SUBJECT:** Approve the Carl D. Perkins Career and Technical Education  
Improvement Act of 2006 Grant Application for 2012-2013

**BACKGROUND:** The Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant is a federal grant that supports the improvement of career technical education programs. The primary purpose is to develop challenging academic standards and to promote the development of activities that integrate academic, vocational and technical instruction.

The funds can be used for equipment, curriculum materials, curriculum development, staff development, guidance activities, supplemental services, staffing, remediation, and expansion of tech-prep programs.

**RATIONALE:** The Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant helps to develop alternative settings, recognizes and addresses individual learning styles of students, and provides real-world learning opportunities. Our community partnerships are strengthened by maximizing opportunities to become fully involved with our students while implementing and maintaining a collaborative partnership that involves community and policymakers. This agenda item 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:** The Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant Allocation is \$140,495

**RECOMMENDATION:** Approve the Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant Application for 2012-2013


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

**DUE DATE: June 1, 2012**

**Carl D. Perkins Career and Technical Education Improvement Act of 2006  
APPLICATION FOR 2012-13 FUNDING**

Local Educational Agency (LEA): Tracy Unified School District		County-District (CD) Code: 39-75499
Address of LEA: 1875 West Lowell Avenue Tracy, CA 95376		Check Appropriate Box: <input type="checkbox"/> Sec. 112 - State Institutions <input checked="" type="checkbox"/> Sec. 131 - Secondary <input type="checkbox"/> Sec. 132 - Adult/ROCP
Name of LEA Superintendent or Chief Administrator: Dr. James Franco, Superintendent		
Allocation Amount: \$ 140,495.00		Board Approval Date: August 28, 2012
Name of Perkins Coordinator: Dave Pickering Title: Director Adult and Career and Technical Education	Telephone Number: (209) 830-3384 Extension: 1661 Fax Number: (209) 830-3385 E-mail Address: dpickering@tusd.net	
Perkins Coordinator's Address (If different from LEA address above): 1895 W. Lowell Ave. Tracy, CA 95376		
Name of LEAs CTE Advisory Committee Chair: Walter Gouveia	E-mail Address or Telephone Number: wgouveia@tusd.net	

**CERTIFICATION:** I hereby certify that all state and federal rules and regulations will be observed and that the assurances and certifications related to this program are accepted as the conditions in the operation of this program. The funds associated with this application will support the implementation of our 2008-2012 local Career Technical Education (CTE) Plan and provide a program that is of sufficient size, scope, and quality to effectively address the career preparation needs of our students. This funding will supplement state and local CTE funds and improve, enhance, or expand our CTE programs in the 2012-13 school year. I certify that, to the best of my knowledge, the information contained in this application is correct and complete.

Printed Name of Superintendent or Designee: Dave Pickering	Title (If not superintendent): Director of Adult and Career and Technical Education
Signature of Superintendent or Designee: 	Date: 6/01/2012

CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY	
Reviewed and Recommending Approval:	Date: 6/01/2012
Final Approval:	Date: 7/31/2012

**SECTION I**  
**SIGN-OFF FORM FOR FEDERAL AND STATE ASSURANCES AND  
CERTIFICATIONS**

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Carl D. Perkins Career and Technical Education Improvement Act of 2006. A signature on this page confirms that the documents listed below are complete and on file in the agency and that the superintendent or an authorized designee has reviewed the documents and agrees to comply with the assurances, certifications, terms, and conditions.

The general assurances and certification are available on the CDE Web site. See page 13 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2012–13 Request for Application* for the specific link to each assurance and certification. The complete text of program specific assurance, certification, terms and conditions can be found on pages 26–32 in the *Request for Application*.

- California Department of Education General Assurances (CDE-100A)
- Drug Free Workplace Certification (CDE-100DF)
- U.S. Department of Education Debarment and Suspension (ED 80-0014)
- U.S. Department of Education Lobbying (ED80-0013)
- Perkins IV Assurances and Certifications (CDE 100)
- 2012–13 Grant Conditions

**CERTIFICATION:** As the duly authorized representative of the local educational agency applying for Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2012–13 funding, I have read the assurances, certifications, terms, and conditions associated with this grant and I agree to comply with all requirements as a condition of funding.

Printed Name Dave Pickering Title Director Adult & Career Technical Education

Signature  Date May 29, 2012

## General Assurances

California Department of Education General Assurances for 2007-08.

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Note: By signing the grant application and including a copy of this document with it, the authorized official agrees to the assurances presented here. No signature should be placed on this page.

### Discrimination

As the duly authorized representative of the applicant, I certify that the applicant will comply with all federal statutes relating to nondiscrimination, including (a) Title VI of the Civil Rights Act of 1964 (45 United States Code [USC] sections 2000d through 2000d-4) prohibiting discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972 (20 USC sections 1681-1683) prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794) prohibiting discrimination on the basis of handicap; and The Age Discrimination Act (42 USC Section 6101, et seq.) prohibiting discrimination on the basis of age.

### Costs

As the duly authorized representative of the applicant, I certify that the applicant will comply with the general cost principles set forth in federal regulations, 34 Code of Federal Regulations (CFR) Section 74.27 and 34 CFR Section 80.22, and the Office of Management and Budget circulars applicable to my entity.

I further certify that the applicant will comply with the expenditure requirements set forth in the federal Education Department General Administrative Regulations (EDGAR) contained in Title 34 of the CFR.

### Records

As the duly authorized representative of the applicant, I certify that the applicant will make reports to the state or federal agency designated in the application as may reasonably be necessary to enable those agencies to perform their duties. The applicant will maintain and provide access to all records used in the preparation of such reports for a period of five years. Such records shall include, but not be limited to, records which fully disclose the amount and disposition by the recipient of funds, the total cost of the activity for which the funds are used, the share of the cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for five years after the completion of the activities for which the funds are used. (Please Note: This record maintenance and accessibility requirement may be modified by program-specific documents associated with the grant award notification.)

### Applicable Law

As the duly authorized representative of the applicant, I certify that the applicant will comply with all state and federal statutes, regulations, program plans, and eligibility requirements applicable to each program under which federal and state funds are made available through the application.

CDE-100A (Revised 02-2007) - California Department of Education

Questions: Funding Master Plan | [fmp@cde.ca.gov](mailto:fmp@cde.ca.gov) | 916-323-1544

Last Reviewed: Wednesday, April 18, 2012

California Department of Education (<http://www.cde.ca.gov/fg/fo/fm/drug.asp>)

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[Display version](#)

## Drug Free Workplace

Certification regarding state and federal drug-free workplace requirements.

**Note:** Any entity, whether an agency or an individual, must complete, sign, and return this certification with its grant application to the California Department of Education.

### Grantees Other Than Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations (CFR)* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
  - Establishing an on-going drug-free awareness program to inform employees about:
    - The dangers of drug abuse in the workplace
    - The grantee's policy of maintaining a drug-free workplace
    - Any available drug counseling, rehabilitation, and employee assistance programs
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
  - Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
  - Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - Abide by the terms of the statement
    - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
  - Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
  - Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
  - Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code)

1875 W. Lowell Ave., Tracy, CA 95376San Joaquin CountyCheck ☒ if there are workplaces on file that are not identified here.

### Grantees Who Are Individuals



As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Tracy Unified School District

Name of Program: Career & Technical Education Program

Printed Name and Title of Authorized Representative Dave Pickering, Director of Adult Education & CTE

Signature: 

Date: May 29, 2012

CDE-100DF (May-2007) - California Department of Education

Questions: Funding Master Plan | [fmp@cde.ca.gov](mailto:fmp@cde.ca.gov) | 916-323-1544

Last Reviewed: Friday, February 11, 2011

## Debarment and Suspension

Certification regarding debarment, suspension, ineligibility and voluntary exclusion--lower tier covered transactions.

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This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 *Code of Federal Regulations* Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

### DECLARATION OF PARTICIPATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant: Tracy Unified School District

Name of Program: Career and Technical Education

Printed Name and Title of Authorized Representative: Dave Pickering, Director Career and Technical Education

Signature: 

Date: May 29, 2012

ED 80-0014 (Revised Sep-1990) - U. S. Department of Education

Questions: Drew Schrepel | [DSchrepel@cde.ca.gov](mailto:DSchrepel@cde.ca.gov) | 916-323-1544

Last Reviewed: Friday, August 10, 2012

California Department of Education (<http://www.cde.ca.gov/fg/fo/fm/lobby.asp>)  
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## Lobbying

Certification regarding lobbying for federal grants in excess of \$100,000.

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 *Code of Federal Regulations (CFR)* Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the *U.S. Code*, and implemented at 34 *CFR* Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 *CFR* Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying," (revised Jul-1997) in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Tracy Unified School District

Name of Program: Career and Technical Education (CTE) Program

Printed Name and Title of Authorized Representative: Dave Pickering, Director of Adult Education & CTE

Signature:  Date: May 29, 2012

ED 80-0013 (Revised Jun-2004) - U. S. Department of Education

Questions: Funding Master Plan | [fmp@cde.ca.gov](mailto:fmp@cde.ca.gov) | 916-323-1544

Last Reviewed: Friday, February 11, 2011

## SECTION II

### SIGN-OFF FORM FOR REPRESENTATIVES OF SPECIAL POPULATIONS

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 (Perkins IV) requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the activities needed to prepare these students for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency.

This form confirms that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have reviewed and approved the 2012-13 Perkins IV application for funds. Each special population category must be signed by the LEA's designated administrator or the certificated representative responsible for that program.

#### Economically Disadvantaged (Title I Coordinator/Administrator)

Printed Name Carol Anderson-Woo Title Director of Accountability  
Signature Carol Anderson-Woo Date 6/26/12

#### Limited English Proficiency (English Learner Coordinator/Administrator)

Printed Name Carol Anderson-Woo Title Director of Accountability  
Signature Carol Anderson-Woo Date 6/26/12

#### Disabled (Handicapped) (Special Education Coordinator/Administrator)

Printed Name Janet Skulina Title Special Education Director  
Signature Janet A Skulina Date 6-26-12

#### Single Parent or Single Pregnant Women (Title IX Coordinator/Administrator)

Printed Name Paul Hall Title Director Student Services  
Signature Paul Easthall Date 6-27-12

#### Gender Equity or Nontraditional Training (Title IX Coordinator/Administrator)

Printed Name Paul Hall Title Director Student Services  
Signature Paul Easthall Date 6-27-12

#### Displaced Homemaker (Title IX Coordinator/Administrator)

Note: Required only on Section 132 (Adult) applications

Printed Name Paul Hall Title Director Student Services  
Signature Paul Easthall Date 6-27-12

### SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS SECONDARY CORE INDICATORS

Instructions are on page 19 of the *Carl D. Perkins Career and Technical Education Improvement Act of 2006, 2012–13 Request for Application*.

Secondary (continues on page 5)

Core Indicator	Definition	LEA Level 2008/09	LEA Level 2009/10	LEA Level 2010/11	State Level 2010/11	90% or more of the State level
<b>1S1 Academic Attainment- Reading/ Language Arts</b>	<p><b>Numerator:</b> Number of 12<sup>th</sup> grade CTE concentrators who have met the proficient level on the <b>English-language arts</b> portion of the California High School Exit Examination (CAHSEE).</p> <p><b>Denominator:</b> Number of 12<sup>th</sup> grade CTE concentrators.</p>	<u>32.65%</u>	<u>51.45 %</u>	<u>55.64 %</u>	44.50%	40.05% <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>1S2 Academic Attainment- Mathematics</b>	<p><b>Numerator:</b> Number of 12<sup>th</sup> grade CTE concentrators who have met the proficient level on the <b>mathematics</b> portion of the CAHSEE.</p> <p><b>Denominator:</b> Number of 12<sup>th</sup> grade CTE concentrators.</p>	<u>51.74%</u>	<u>50.69%</u>	<u>49.92%</u>	32.20%	28.98% <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2S1 Technical Skill Attainment</b>	<p><b>Numerator:</b> Number of CTE concentrators enrolled in a capstone CTE course who received an "A", "B", or "C" grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.</p> <p><b>Denominator:</b> Number of CTE concentrators enrolled in capstone CTE courses during the reporting year.</p>	<u>90.19%</u>	<u>88.64%</u>	<u>92.22%</u>	63.44%	57.10% <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3S1 Secondary School Completion</b>	<p><b>Numerator:</b> Number of 12<sup>th</sup> grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities).</p> <p><b>Denominator:</b> Number of 12<sup>th</sup> grade CTE concentrators who left secondary education during the reporting year.</p>	<u>100%</u>	<u>100%</u>	<u>100%</u>	89.11%	80.20% <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION III: ASSESSMENT OF CAREER TECHNICAL EDUCATION PROGRAMS**  
**SECONDARY CORE INDICATORS (Continued)**

Core Indicator	Definition	LEA Level 2008/09	LEA Level 2009/10	LEA Level 2010/11	State Level 2010/11	90% or more of the State level
<b>4S1</b> Student Graduation Rate	<b>Numerator:</b> Number of 12 <sup>th</sup> grade CTE concentrators who, in the reporting year, were included as graduated in the states computation of its graduation rate.					76.14%
	<b>Denominator:</b> Number of 12 <sup>th</sup> grade CTE concentrators.	<u>100%</u>	<u>100%</u>	<u>100%</u>	<u>84.00%</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>5S1</b> Secondary Placement	<b>Numerator:</b> Number of 12 <sup>th</sup> grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.					75.00%
	<b>Denominator:</b> Number of 12 <sup>th</sup> grade CTE concentrators who left secondary education during the reporting year and responded to a follow-up survey.	<u>90.72%</u>	<u>100%</u>	<u>85.44%</u>	<u>83.33%</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>6S1</b> Non-traditional Participation	<b>Numerator:</b> Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields.					24.30%
	<b>Denominator:</b> Number of all CTE participants enrolled in a program sequence that leads to employment in nontraditional fields.	<u>41.98%</u>	<u>45.50%</u>	<u>40.68%</u>	<u>27.00%</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>6S2</b> Non-traditional Completion	<b>Numerator:</b> Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an "A", "B", or "C" grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.					17.10%
	<b>Denominator:</b> Number of all CTE concentrators enrolled in a capstone CTE course that leads to employment in nontraditional fields.	<u>37.17%</u>	<u>34.90%</u>	<u>38.71%</u>	<u>19.00%</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

#### SECTION IV: PROGRESS REPORT TOWARD IMPLEMENTING THE LOCAL CTE PLAN

The implementation of every LEA's local CTE plan directly affects the implementation of the State CTE Plan. Through the five-year duration of Perkins IV, 2008–2012, LEAs will report on the progress they have made toward implementation of their local CTE plan. This progress report is an opportunity to reflect on the goals outlined in the local CTE plan as well as noting the successes and challenges that occurred during the 2011–12 school year.

Additionally, the LEA should set measurable CTE outcomes for the 2012–13 school year based on what has been learned and the core indicator data reported in Section III.

LEA personnel must respond to the following prompts or questions:

1. In the 2011-12 application (Section IV, question 3), the LEA identified at least three goals from the local CTE plan on which it would focus during the 2011–12 school year. What progress has the LEA made toward achieving those specific goals? How has the LEA improved, enhanced, or expanded CTE for students during 2011-12?

1. Improve the collaboration between CTE teachers and CTE advisory boards including the district advisory board. This means more planning to coordinate meetings that as many representatives from both industry and education can attend.

Collaboration between CTE teachers and CTE advisory board members continues to improve although there are still too few meetings during the year due to budget cuts. In some cases it has been necessary to meet individually with board members in order to get their input. The Director and the teacher meet with the advisory board member and convey the issues that need to be covered regarding the CTE program being discussed. This is less than ideal, but it is extremely hard to get all the member together when there are so few occasions to hold the meetings. Board members are very supportive of their respective CTE programs and continue to offer advice and encouragement in the face of the current fiscal crisis. Also, San Joaquin County Worknet participates in many of our advisory meetings including a monthly Hire Me First meeting where student and industry/business participation is assessed.

2. Continue to meet or exceed the state's Secondary Core Indicator levels. The district will strive toward the improvement of its CTE programs using the state's levels of attainment goals.

The District's CTE program exceeded the State's target levels for each category in Section III for 2011-2012. The District will continue to strive toward the improvement of its CTE programs in 2012-2013 using the state's levels of attainment as its measure.



3. Continue to increase the number of students and industry sector businesses participating in the Hire Me First Program.

This goal, although ongoing, has been accomplished for the year by the increased number of students and industry sector businesses participating. In addition, this year the Hire Me First Program had a very successful kick-off meeting that was attended by Congressman Jerry McNerney, County Supervisor Leroy Ornellas, County Superintendent Mick Founts, City of Tracy Mayor Brent Ives and City Manager Leon Churchill. The program is very well supported throughout the community and San Joaquin County.

How has the LEA improved, enhanced, or expanded CTE for students during 2011-12?

One of the major considerations this year was to increase leadership training through CTSO participation. Several programs began SkillsUSA chapters as part of their CTE program's leadership component. These included: Architectural, Construction, Industry, business and law enforcement career pathways. Courses within these pathways offer architectural drafting, construction training, CAD, woodworking, business and careers in law enforcement programs. Also, HOSA was started as part of the leadership component for the Health Careers Pathway. The Culinary Arts CTE program expanded by training the teacher (chef) in the French method of preparing foods called charcuterie. This is a study of French cuisine that is becoming very popular and will expand and enhance the marketable skills of the students.

2 What criteria, data, or practices are used in your district for determining improvements in career technical education programs?

Criteria: All CTE programs in the district must be relevant to the industry sector in which they are listed. They must provide training and instruction that meets the California State Standards for CTE.

Data: All CTE programs in the district use formative assessments that provide CTE teachers with feedback information to determine the level of understanding that CTE students are achieving. In addition, summative assessments are used to determine course mastery.

Practices: Based on advisory board input teachers and administrators suggest improvements to their CTE programs that align with state and

industry standards.

3. Describe the Professional Development activities provided to the CTE teachers that are specific to ensuring the teacher stays current with their own technical skills.

CTE teachers attend conferences and workshops that are relevant to their technical areas of expertise.

In addition, CTE teachers have attended or are going to attend training and courses such as:

Culinary arts teacher (chef); attended the Culinary Institute of America and was trained in "The Modern American Method of Charcuterie." CTE then purchased a computerized food preserving device that is used in commercial food Charcuterie preparation.

Welding teacher; attended an Illinois Conference on Commercial Welding and was trained in the latest methods of commercial welding. CTE then purchased commercial welding equipment for students to be trained on.

Child Care Development teacher; attended a workshop on dealing with domestic violence and children. She will use the training to enhance and improve student knowledge of domestic violence and how it affects children.

Business teacher will attend the Virtual Enterprise training in Bakersfield this summer so that the course can be offered in the following year. The teacher will also use the training to enhance their Entrepreneurship course.

4. Identify at least three measurable outcomes from the local CTE plan on which the LEA will focus in 2012–13.

1. Work with the San Joaquin County Office of Education CTE Director and all other CTE programs in the county to increase the number of CTE courses that have common syllabi and curriculum throughout the county.

2. Increase the number of district CTE courses that are articulated with local community colleges.

3. Increase the number of courses that are accredited by the UC and CSU systems using the A – G subject areas of accreditation.

## SECTION V: SEQUENCE OF COURSES TO BE FUNDED

Allocation Amount: \$140,495.00

Maximum Indirect Allowable: \$4,475.00

This section is used to budget expenditures for each Pathway in an Industry Sector.  
Program Detail

Site Name	Industry Sector	Career Pathway	Budget Amount	Action
Across All Sites	Across Multiple Sectors	Across	\$14,690.00	<a href="#">Detail</a>
Across All Sites	Across Multiple Sectors	Across	\$16,000.00	<a href="#">Detail</a>
John C. Kimball High	Arts, Media & Entertainment	Media and Design Arts	\$8,000.00	<a href="#">Detail</a>
John C. Kimball High	Engineering & Design	Architectural and Structural Engineering	\$4,824.00	<a href="#">Detail</a>
Merrill F. West High	Arts, Media & Entertainment	Media and Design Arts	\$76,380.00	<a href="#">Detail</a>
Merrill F. West High	Fashion & Interior Design	Interior Design, Furnishings, and Maintenance	\$43,050.00	<a href="#">Detail</a>
Tracy High	Transportation	Vehicle Maintenance, Service and Repair	\$9,551.00	<a href="#">Detail</a>
<b>Total</b>			<b>\$140,495.00</b>	

Industry Sector: Multiple Industry Sectors  
Pathway: Across All Sectors

Object Name 1000 Certificated Salaries  
Budget Description Sub Pay - Provide Details  
Budget Category (A) Instruction  
Budget Amount \$2,650.00  
Narrative Certificated Salaries • Substitute Costs for teachers released to attend CTSO functions, leadership, demonstrations and competitions. 20 days @ 132.50 per day = \$2,650  
Action N/A

Object Name 1000 Certificated Salaries  
Budget Description Sub Pay - Provide Details  
Budget Category (B) Professional Development  
Budget Amount \$2,000.00  
Narrative Certificated Salaries • Substitute costs for teachers released to attend conferences and workshops to maintain industry sector skills. 20 days @ \$132.50 per day = \$2,650  
Action N/A

Object Name 2000 Classified Salaries  
Budget Description Other - Provide Details  
Budget Category (H) Administration  
Budget Amount \$1,772.00  
Narrative Use of clerical assistance on a timesheet to assist with data gathering and preparation of Perkins reports.

Action	N/A
Object Name	3000 Employee Benefits
Budget Description	Other - Provide Details
Budget Category	(A) Instruction
Budget Amount	\$350.00
Narrative	Sub Pay Benefits for teachers released to attend CTSO functions, leadership demonstrations and competitions.
Action	N/A
Object Name	3000 Employee Benefits
Budget Description	Other - Provide Details
Budget Category	(B) Professional Development
Budget Amount	\$350.00
Narrative	Sub Pay Benefits for teachers released to attend conferences and workshops to maintain industry sector skills.
Action	N/A
Object Name	3000 Employee Benefits
Budget Description	Other - Provide Details
Budget Category	(H) Administration
Budget Amount	\$443.00
Narrative	Clerical benefits paid as a result of timesheet work.
Action	N/A
Object Name	5000 Services/Operating Expenses
Budget Description	Professional Consultant Services
Budget Category	(F) Research Eval Data
Budget Amount	\$2,000.00
Narrative	Use of the software program Grantlink™ to provide the necessary information to create the required Perkins Grant reports.
Action	N/A
Object Name	7000 Indirect Costs
Budget Description	Indirect Costs
Budget Category	(H) Administration
Budget Amount	\$4,475.00
Narrative	Tracy Unified 3.29%
Action	N/A
<b>Overall Subtotal: \$14,690.00</b>	
Object Name	5000 Services/Operating Expenses
Budget Description	Travel & Convention
Budget Category	(A) Instruction
Budget Amount	\$10,000.00
Narrative	Kimball, Tracy and West High Schools Career Technical Student Organizations (CTSOs) FFA, HOSA, and Skills USA to participate and attend local, regional, and state competitions and conventions for advisors (certificated) and students (as allowed by the Perkins memo

	to CTSOs.)
Action	N/A
Object Name	5000 Services/Operating Expenses
Budget Description	Travel & Convention
Budget Category	(B) Professional Development
Budget Amount	\$6,000.00
Narrative	Pay for 6 CTE teachers (two from each high school) to attend CTE conference for professional development.
Action	N/A

Overall Subtotal: \$16,000.00

Industry Sector: Arts, Media & Entertainment  
 Pathway: Media and Design Arts  
 Program Detail  
 List of courses detail

Object Name	4000 Books/Supplies
Budget Description	Computer Software
Budget Category	(A) Instruction
Budget Amount	\$6,000.00
Narrative	Purchase new, improved and enhanced software from Adobe Photoshop CS 5. 30 licenses @ \$200 = \$6,000
Action	N/A

Overall Subtotal: \$6,000.00

Industry Sector: Engineering & Design  
 Pathway: Architectural and Structural Engineering  
 Program Detail  
 List of courses detail

Object Name	4000 Books/Supplies
Budget Description	Computer Software
Budget Category	(A) Instruction
Budget Amount	\$4,824.00
Narrative	Purchase new, improved and enhanced software from Autodesk for the Architectural Design Course. This is a site license cost.
Action	N/A

Overall Subtotal: \$4,824.00

Industry Sector: Arts, Media & Entertainment  
 Pathway: Media and Design Arts  
 Program Detail  
 List of courses detail

Object Name	4000 Books/Supplies
Budget Description	Computer/Hardware
Budget Category	(A) Instruction
Budget Amount	\$76,380.00
Narrative	Improve, enhance and expand two Media and Design Arts computer labs. The current computer labs were purchased over 8 years ago and are still using CRT monitors. One lab is used for Graphic Arts and Graphic Communications and the second lab is used for Digital Animation. Both labs will be configured identically due to the computer

hardware needs of the existing software. Flat screen monitors will replace the CRT's and the computers will need upgraded memory. New Desktop computers with upgraded RAM: 2 x 30 = 60 @ \$686 = \$41,160 New Teacher Laptops with upgraded RAM: 2 @ \$1,600 = \$3,200 New Flat Screen Monitors 2 x 30 = 60 @ \$219 = \$13,140 New Software 2 x 30 = 60 + 4 teachers/scanners = 64 licenses @ \$295 = \$18,880 (Adobe CS6 Design and Web)

Action N/A

Overall Subtotal: \$76,380.00

Industry Sector: Fashion & Interior Design

Pathway: Interior Design, Furnishings, and Maintenance

Program Detail

List of courses detail

Object Name 4000 Books/Supplies

Budget Description Equipment - Provide details

Budget Category (A) Instruction

Budget Amount \$13,050.00

Narrative Expand and improve the home economics program by adding: New Cook Tops: 8 x 799 = 6,392 New High Rise Faucets: 7 x 70 = 490 New 8 in. Deep Sinks: 3 x 166 = 498 New Garbage Disposal: 7 x 110 = 770 New Exhaust Fan & Parts: 1 x 1400 = 1400 New Cabinets: 7 x 500 = 3500

Action N/A

Overall Subtotal: \$13,050.00

Industry Sector: Transportation

Pathway: Vehicle Maintenance, Service and Repair

Program Detail

List of courses detail

Object Name 4000 Books/Supplies

Budget Description Computer Software

Budget Category (A) Instruction

Budget Amount \$1,900.00

Narrative Improve, enhance and expand the computer vehicle repair diagnostic database. This is the cost of upgrading the diagnostic computer software that students use to diagnose vehicle maintenance issues and affect repairs.

Action N/A

Object Name 4000 Books/Supplies

Budget Description Equipment - Provide details

Budget Category (A) Instruction

Budget Amount \$8,551.00

Narrative New Snap-on Verus Wireless Diagnostic and Information system. This will expand and improve the student's ability to diagnose and repair both American, Asian and European made vehicles. Verus Wireless Industrial Diagnostic & Information System 1 @ \$4,924 Verus European Software & Accessories 1 @ \$1,189 OBDI-DOM-Asian adapter kit 1 @ \$530 Cart for equipment 1 @ 1,600 Drawer Organizers for the Verus system 1 @ \$308

Action N/A

Overall Subtotal: \$9,551.00

# SECTION VI: BUDGET AND EXPENDITURE SCHEDULE

Allocation Amount: \$140,495.00

Maximum Indirect Allowable: \$4,475.00

At Least 85% of the grant must be spent in these areas

Not to exceed  
10% of total  
expenditure

Not to exceed  
5% of total  
expenditure

Object Code	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Developme nt	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administratio n or Indirect Costs	Total
1000 Certificated Salaries	\$2,650.00	\$2,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,300.00
2000 Classified Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,772.00	\$1,772.00
3000 Employee Benefits	\$350.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$443.00	\$1,143.00
4000 Books/Supplies	\$109,805.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$109,805.00
5000 Services/ Operating Expenses	\$10,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$18,000.00
6000 Capital Outlay	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00
7000 Indirect Costs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$4,475.00	\$4,475.00
Total	\$122,805.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$6,690.00	\$140,495.00



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Counseling and More (CAM) to Provide Training for Parents at Villalovoz Elementary School for the 2012 – 2013 School Year

**BACKGROUND:** Through discussions with the Villalovoz Elementary School English Learner Advisory Committee (ELAC) and School Site Council, the parents have expressed a desire to have a professional parent organization help them develop the skills necessary to help their children be more successful in school. After researching different parent programs, ELAC and the School Site Council selected Counseling and More (CAM) to provide this service. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children. Every child can learn and deserves the opportunity to attend and complete a college education. Parents and teachers must work together to ensure the educational success of every child.

**RATIONALE:** Villalovoz Elementary School is a Title 1 School. Sustained parent involvement is linked to student achievement and staying in school. It is important to provide meaningful opportunities for parents/guardians to be actively involved in their child's education. CAM will provide twelve parent training sessions from September through December 2012. 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 #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** CAM training will be funded out of Site Categorical Funds - Title I. Total not to exceed \$4,565.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Counseling and More (CAM) to Provide Training for Parents at Villalovoz Elementary School for the 2012 – 2013 School Year

**Prepared by:** Mrs. Lisa Beeso, Principal, Villalovoz 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 **Counseling and More (CAM)**, 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 a parent training course for the parents of the children enrolled at Villalovoz Elementary School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 12 **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location **Villalovoz Elementary School.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 4,565.00 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 4,565.00. 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 September 1, 2012, and shall terminate on December 31, 2012.
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, Lisa Beeso at (209) 830-3332 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)

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Villalovo Site Title I

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

\_\_\_\_\_  
Address

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

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

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

Send all copies to the Business Office:

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



68 E. 11th Street  
Suite 119  
Tracy, Ca. 95376  
lordonecam@yahoo.com  
www.lordonecam.com

### Parent Project

Assumptions:		15	20	25	30
Number of Participants		2	2	2	2
Number of Facilitators					
<b>Expenses</b>					
	<u><b>Personnel</b></u>				
	Parent Project Class Facilitators	\$2,880	\$2,880	\$2,880	\$2,880
	Mental Health Consultant	\$1,000	\$1,000	\$1,000	\$1,000
	10 hours per week on-site counseling	0	0	0	0
	Subtotal Personnel	\$3,880	\$3,880	\$3,880	\$3,880
	<u><b>Parent Project Course Costs</b></u>				
	Publicity and Marketing Supplies	0	0	0	0
	Snacks for Class	\$50	\$50	\$75	\$75
	Office Supplies	\$10	\$10	\$10	\$10
	Parent Workbook	\$300	\$400	\$500	\$600
	Subtotal Course Cost	\$360	\$460	\$585	\$685
	<b>TOTAL PROGRAM COST</b>	<b>\$4,240</b>	<b>\$4,340</b>	<b>\$4,465</b>	<b>\$4,565</b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 16, 2012  
**SUBJECT:** Ratify Master Contract and Individual Services Agreement with Central Valley Training Center, NPS for the School Year 2012-2013

**BACKGROUND:** At present, there is one Tracy Unified School District student attending Central Valley Training Center, NPS. The number of students attending CVTC may vary at any given time. The IEP team for the student determined his needs could not be met in a public school placement at this time. Ratification is necessary so that services specified on the IEP can be provided in a compliant manner.

**RATIONALE:** Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the needs of this child. Based on the IEP, this student was placed in a structured setting with a behavioral component not available in the public setting. This request supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Contract expenses for the student for the 2012-2013 school year with per diem costs including 180 days of basic education at \$86.38 and 30 days of extended school year at \$86.38 for a total of \$18,139.80. Non-public tuition expenses are budgeted in account number # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract and Individual Services Agreement with Central Valley Training Center, NPS for the School Year 2012-2013

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 16, 2012  
**SUBJECT:** Ratify Master Contract and Individual Service Agreements with Children's Home of Stockton, NPS for the School Year 2012-2013

**BACKGROUND:** The Board has approved a Master Contract with Children's Home of Stockton for the last fourteen years. At present, there are 6 Tracy Unified School District students attending Children's Home of Stockton. The number of students attending Children's Home may vary at any given time. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

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

**FUNDING:** Contract expenses for the 2012-2013 school year include costs for 6 students with 180 days of basic education at \$138.75 per day, 30 days of extended school year education at \$138.75 per day and 210 days of transportation at \$39.96 per day for a total of \$225,174.60. Non-public tuition expenses are budgeted in account number # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract and Individual Service Agreements with Children's Home of Stockton, NPS for the School Year 2012-2013

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 16, 2012  
**SUBJECT:** Ratify Master Contract with Options in Education, NPS for the 2012-2013 School Year

**BACKGROUND:** Two students with significant behavioral and emotional needs had been placed at Options in Education, a non-public school, during the 2010-2011 school year. These students continued at Options in Education for the 2011-2012 school year. Ratification of the Master Contract is necessary at this time so that services specified on the IEPs can be provided in a compliant manner for the upcoming 2012-2013 school year as this continues to be the appropriate placement for these students.

**RATIONALE:** Less restrictive settings within the District were either not appropriate in meeting the students' needs or not available. Districts must offer a continuum of services, including non-public schools, to students with exceptional needs. This request supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Contract expenses for basic education for the 2012-2013 school year include per diem cost of \$137.76 per day for 180 days and Extended School Year per diem cost of \$137.76 for 30 days with \$81.12 per day for Transportation. Invoice charges for the service agreement will not exceed \$91,929.60. Non-public tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public school expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

**RECOMMENDATION:** Ratify Master Contract with Options in Education, NPS for the 2012-2013 School Year

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** July 31, 2012  
**SUBJECT:** Ratify Master Contract and Individual Service Agreement with Sierra School, NPS for the 2012-2013 School Year

**BACKGROUND:** A student diagnosed with Autism with significant behaviors was placed at Sierra School, a Non-Public School for the 2012/13 school year. The IEP team for the student determined the needs of the student could not be met in a public school placement at this time. Ratification of the Master Contract and the Individual Service Agreement is necessary at this time because services are currently being provided by Sierra School.

**RATIONALE:** The student was placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the student's needs. 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; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Contract expenses for this student for the 2012-2013 school year include 210 days with per diem costs of \$175.83 for basic and extended year education and 1:1 Para educator costs at \$17.04 per hour. Total expenses are not to exceed \$53,910.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract and Individual Service Agreement with Sierra School, NPS for the 2012-2013 School Year

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 16, 2012  
**SUBJECT:** **Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS for the School Year 2012-2013**

**BACKGROUND:** At present, there is one Tracy Unified School District student attending Stockton Education Center. The number of students attending Stockton Education Center may vary at any given time. Ratification is necessary so that services specified on the student's IEP can be provided in a compliant manner.

**RATIONALE:** Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the needs of this child. Based on the IEP, this student was placed in a structured setting with a behavioral component not available in the public setting. This request supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Contract expenses for one student for the 2012-2013 school year with per diem costs include 180 days of basic education at \$142.50, 30 days of extended school year at \$142.50 and transportation costs for 210 days at \$85.00, for a total of \$47,775.00. Non-public tuition expenses are budgeted in account number # 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Master Contract and Individual Services Agreement with Stockton Education Center, NPS for the School Year 2012-2013

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 17, 2012  
**SUBJECT:** Ratify Master Contract and Individual Service Agreement with Tobinworld II, NPS for the 2012-2013 School Year

**BACKGROUND:** Students diagnosed with Autism with significant behaviors were placed at Tobinworld II, a Non-Public School for the 2010/11 and 2011/12 school years. These students will continue at Tobinworld II for the 2012-13 school year. Ratification of the Master Contract and the Individual Service Agreements are necessary at this time because services are currently being provided by Tobinworld II.

**RATIONALE:** The students are placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting these students' needs. 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; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Contract expenses for students for the 2012-2013 school year include 210 days with per diem costs of \$148.00 for basic and extended year education, counseling costs at \$75.00 per hour, 1:1 Para educator costs at \$17.00 per hour and transportation costs at \$50.00 per day. Total expenses are not to exceed \$110,595.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract and Individual Service Agreement with Tobinworld II, NPS for the 2012-2013 School Year

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of  
Educational Services & Human Resources  
**DATE:** August 20, 2012  
**SUBJECT:** Approve Addendum to the West High Preliminary School Plan and  
Budget for the 2012-2013 School Year to Include "One Day at a  
Time" (ODAT) Program

**BACKGROUND:** West High School's 2012-2013 School Year Preliminary Site Plan and Budget were approved at the Tracy Unified School District Board Meeting on June 12, 2012. In preparation of this Preliminary Plan and Budget, several West High staff members researched a new program to offer at the site. "One Day at a Time" (ODAT) specifically targets Latino students but is open to all students. This program provides interventions that consist of conflict management, gang interventions, staff workshops on gang awareness, meetings with students, and presentations on teen violence. West High School Site Council approved \$15,000.00 expenditure for this program for West High students during the 2012-2013 school year. During the summer all three high schools did further research on this program. Johnny Rodriguez, founder and Executive Director of One Day at a Time, will work with West High staff and students for the 2012-2013 school year. At the time of submission of West High School's 2012-2013 School Year Preliminary Site Plan and Budget, plans for this program were not finalized nor reflected in the plan or budget. In order to begin providing these services early in the current school year, there is a need to seek the Board's approval.

**RATIONALE:** ODAT is a program designed to help staff awareness with gang and violence issues as well as to engage students in their education and decision-making skills. This program provides students with tutorials, fieldtrips, gang awareness, conflict resolution strategies and healthy lifestyle skills. This 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:** The contract is for \$15,000.00. Services will be provided for 12 hours a week at \$70 per hour. Services will be provided from August 29, 2012 through January 18, 2013. Funding for this program is provided with site EIA funds.

**RECOMMENDATION:** Approve Addendum to the West High Preliminary School Plan and Budget for the 2012-2013 School Year to Include "One Day at a Time" (ODAT) Program

**Prepared by:** Jeff Frase, Principal, West High School



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 17, 2012  
**SUBJECT:** Ratify Agreement for Special Contract Services with Pacific Educational Group to Provide Staff Development to the District Leadership Team and District Management Team from August 28, 2012 through February 28, 2013

**BACKGROUND:** The Superintendent's Diversity and Equity Advisory Committee and District Diversity and Equity Steering Committee have recommended Diversity and Equity Training for staff in the District. Over the past four years, there has been a well-defined strategic process for training administrators and District staff on diversity and equity issues. In 2010, Glenn Singleton provided training for District and site staff on Diversity and Equity. In 2008, Dr. Bonnie Davis presented two workshops to Management Team and a workshop at a Teacher Buy-Back Staff Development day on research-based culturally relevant classroom instructional strategies. In addition, Paul Slocum presented to Management Team and at Teacher Staff Development Buy-Back Days on The Culture of Poverty. During the 2008-09 and 2009-10 school years, diversity and equity training have continued to be a primary focus area for staff development at both the District and site level. In order to continue this work, it is important to bring a recognized expert in this field to provide training for staff. The District Diversity and Equity Steering Committee recommend that Pacific Educational Group be hired to continue this training with the District Educational Leadership Team (DELT) and District Management Team for eight sessions from August 28, 2012 through February 28, 2013. This Agenda item requires ratification due to changes to the scheduled DELT training date on August 28, 2012.

**RATIONALE:** These trainings will focus on the issues of diversity and equity and the role they play in impacting the academic achievement of students and to continue to move forward in our efforts to close the achievement gap. District leaders will become aware of their level of cultural competency and the impact it has on the students they work with. Staff will also learn strategies to improve the academic achievement of all students. There is a need for ongoing training and staff development for administrators and support staff. This meets District Strategic Goal #1: Prepare all students for college and career and District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and the the achievement gap between the identified student subgroups is closed.

**FUNDING:** This Agreement for Special Contract Services with Pacific Educational Group will not exceed \$26,600 which will be paid out of Title III Categorical funds for Staff Development.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with Pacific Educational Group to Provide Staff Development to the District Leadership Team and District Management Team from August 28, 2012 through February 28, 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 Pacific Educational Group, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Staff Development to District Educational Leadership Team (DELT) on Aug. 28, 2012, Oct. 30, 2012, Jan. 31, 2013 and to the District Management Team on Sept. 13 2012 and Oct. 4, 2012 plus three additional virtual trainings with dates to be determined.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 sessions under the terms of this agreement at the following location District Educational Center.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$26,600 HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$26,600.00. 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 EACH TRAINING SESSION 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 28, 2012 and shall terminate on February 28, 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, Dr. Sheila Harrison at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2012  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

None.

**CERTIFICATED MANAGEMENT**

**BACKGROUND:**

Fernandez, Rosie

**CERTIFICATED**

.20 FTE Business (new)  
Kimball High School  
Class VI, Step 7, "B"  
\$47,552.80  
Funding: General

Hunter II, John

4<sup>th</sup> Grade (replacement)  
Jacobson School  
Class V, Step 9, "B"  
\$59,503.08  
Funding: General

Kumagai, Jeffrey

Music (replacement)  
Tracy High School  
Class I, Step 1, "A"  
\$41,550.15  
Funding: General

Ragan, Jesse

4<sup>th</sup> Grade (GATE) (replacement)  
South/West Park School  
Class I, Step 1, "A"  
\$41,096.05  
Funding: General

Rule, Jorja

60% FTE English (new)  
Tracy High School  
Class I, Step 1, "A"  
\$24,657.63  
Funding: General

**BACKGROUND:**

Ebojo, Catherine

**COACHES**

Sophomore Volleyball  
West High School  
Stipend: \$3,896.19

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 15, 2012  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**CERTIFICATED MANAGEMENT RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
None			

**BACKGROUND:**

**CERTIFICATED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
None		

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Fornaciari, Kate 4 <sup>th</sup> Grade	Jacobson	08/10/12	Personal
Jayne, Ann 4 <sup>th</sup> GATE	SWP	08/10/12	Personal
Karim, Shameram SDC (K/1 <sup>st</sup> )	Villalovoz	08/01/12	Personal



**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Christie, Eleanor School Supervision Assist.	Bohn	08/31/2012	Personal
Rosales, San Juana Bilingual Para Educator I	S/WP	08/06/2012	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

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 16, 2012  
**SUBJECT:** Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for the 2012-2013 Fall Season

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

**RATIONALE:** Mr. Daily is uniquely qualified to assist and enhance the volleyball program at Tracy High School. Mr. Daily has extensive volleyball experience as a player and also as a former coach. The experience and enthusiasm he brings to the players will ensure the overall success and safety of the program. His duties will consist of assisting with daily practice, scouting, fund raising, breaking down film, and driving a District van to tournaments.

This agenda item needs to be ratified due to the late addition of coaching staff.

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

**FUNDING:** Expenses for the Assistant Volleyball coach will be paid by the District and reimbursed by the Tracy High School ASB volleyball account. Expenses will not exceed \$1200.00.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for the 2012-2013 Fall Season.

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

## TRACY UNIFIED SCHOOL DISTRICT

315 East Eleventh Street, Tracy, California 95376-4095

### AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," an David Daily, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Assist coaching Tracy High volleyball team practices, tournaments and games. Help with fundraising, the THS Volleyball Camp,
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 105 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Tracy High School and Tracy High Volleyball events
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/DAY/FLAT RATE (circle one), not to exceed a total of \$1,200. 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 \$ ZERO 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 term of the agreement shall commence on Aug. 6, 2012, and shall terminate on Nov. 15, 2012
5. This agreement may be terminated at any time during the term by either party upon N/A days written notice.
6. Contractor shall contact the District' designee Mahina Tankersley at (209) 814-4006 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, 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)

August 6, 2012

Date

Assistant Varsity Volleyball Coach

Title

Address

Tracy Unified School District

8/16/12

Date

Mahina Jankusky - Head Varsity Volleyball Coach

Title

Volleyball (THS)

Account Number to be charged

James Miller

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.

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# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 8, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services for Assistant Varsity Football Coach Randy Nunez for the 2012-2013 Fall Season

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

**RATIONALE:** Randy Nunez is uniquely qualified to assist and enhance the football program at Tracy High School. He has extensive football experience as a player and as a coach. The experience and enthusiasm he brings to the players will ensure the overall success and safety of the program. His duties will consist of assisting with daily practice, game management, scouting, and fundraising.

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

**FUNDING:** Expenses for the assistant varsity football coach will be paid by the District and reimbursed by the Tracy High School ASB football account. Expenses will not exceed \$2000.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services for Assistant Varsity Football Coach Randy Nunez for the 2012-2013 Fall Season

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



**TRACY UNIFIED SCHOOL DISTRICT**  
**District Education Center**  
**1875 West Lowell Avenue**  
**Tracy, CA 95376**

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

(NOTE: This agreement must be accompanied by a purchase requisition or purchase order with the account number noted on the agreement and all insurance certificates including endorsements)

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District" and Randy Nunez, 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 conditions:

1. Contractor shall perform the following duties: Football Coach
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 9-1-12 to 12-1-12 hours/days under the terms of this agreement.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. Districts shall pay \$ Flat fee per hour, not to exceed a total of \$ 2000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. Districts shall/shall not reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services. Reimbursement of expenses shall not exceed \$ 0.
  - c. District shall make payment 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 printing and equipment rental.

1/3

2/3

**Agreement for Special Contract Services:**

4. The term of this agreement shall commence on 9-1-12 and shall terminate on 12-1-12.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

**Agreement for Special Contract Services:**

Contractor shall contact the District's designee, Matthew Shour, at (209) 830-3360, with any questions, regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for worker's 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 Contractor and agrees to hold harmless and to indemnify District for: (an insurance certificate and endorsement shall be provided to the District upon completion and/or signing of this agreement, which must accompany the Board Agenda Request form and Agenda Item).


Any injury to person and 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 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 this or her own cost, expenses 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.

7. This Agreement is for the personal services of the Contractor and may not assign the performance of the services to any person or persons who are not parties to this contract/agreement except for employees of Contractor.
8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments thereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.

3/3

**Agreement for Special Contract Services:**

9. 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.
10. 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)

 Tracy Unified School District (Superintendent  
or designee)

Social Security Number/Tax ID #

98-98-12

Date

MATT SHROUT

Date

Assistant FB Coach

Title

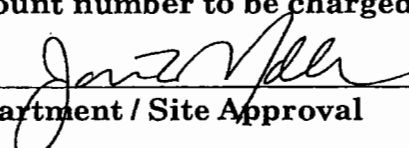
Football THS

Title

Account number to be charged

Tracy Unified (377)

Address

  
 Department / Site Approval

Phone No. (with area code)

Date Approved by the Board

Send copies to: \_\_\_\_\_, Financial Services with purchase requisition for processing of payment(s) as noted in the agreement, Facilities Use, Business Services Office, Superintendent's Office with Agenda Item material, Site file

Ref: <https://staff.tusd.net/personal/clyons/Private Documents/Agreements/Agreement for Use of Consultant Services 1 14 05.doc>





# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 17, 2012  
**SUBJECT:** Ratify Agreement for Special Contract Services for Assistant Cross Country Coach Kristina Padilla for the 2012-2013 Fall Season

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

**RATIONALE:** Kristina Padilla is uniquely qualified to assist and enhance the cross country program at Tracy High School. She has extensive distance running experience as an athlete, and she added a great deal as a coach for last year's team at Tracy High School. The experience and enthusiasm she brings to the runners at Tracy High will ensure the overall success and safety of the program. Her duties will consist of assisting with daily practice, competitions, scoring and athlete supervision.

This agenda item needs to be ratified due to the late addition of coaching staff.

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

**FUNDING:** Expenses for the Assistant Cross County coach will be paid by the District and reimbursed by the Tracy High School ASB Athletics account. Expenses will not exceed \$3000.00.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Assistant Cross Country Coach Kristina Padilla for the 2012-2013 Fall Season

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



**TRACY UNIFIED SCHOOL DISTRICT**  
District Education Center  
1875 West Lowell Avenue  
Tracy, CA 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

(NOTE: This agreement must be accompanied by a purchase requisition or purchase order with the account number noted on the agreement and all insurance certificates including endorsements)

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District" and Kristina Padilla, 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 conditions:

1. Contractor shall perform the following duties:  
Coaching cross country by assisting with daily practice, competitions, scoring, and athlete supervision.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 4 months under the terms of this agreement.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. Districts shall pay \$ 3000.00 flat rate, not to exceed a total of \$ 3000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. Districts shall/shall not reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services. Reimbursement of expenses shall not exceed \$ 0.
  - c. District shall make payment 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 printing and equipment rental.

**Agreement for Special Contract Services:**

4. The term of this agreement shall commence on Aug 1, 2012 and shall terminate on Dec. 1, 2012.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.

**Agreement for Special Contract Services:** Contractor shall contact the District's designee, Gary Henderson, at (209) 8303360, with any questions, regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

6. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for worker's 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 Contractor and agrees to hold harmless and to indemnify District for: (an insurance certificate and endorsement shall be provided to the District upon completion and/or signing of this agreement, which must accompany the Board Agenda Request form and Agenda Item).

Any injury to person and 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 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 this or her own cost, expenses 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.

7. This Agreement is for the personal services of the Contractor and may not assign the performance of the services to any person or persons who are not parties to this contract/agreement except for employees of Contractor.
8. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments thereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.

**Agreement for Special Contract Services:**

9. 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.
10. 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:**

Kristina Padilla  
 Consultant Signature (1)

Gary Henderson  
 Tracy Unified School District (Superintendent  
 or designee)

7-12-12  
 Social Security Number/Tax ID #

7/12/12  
 Date

7-12-12  
 Date

THS AD  
 Title

                      
 Title

                      
 Account number to be charged

                      
 Address

                      
 Department / Site Approval

                      
 Phone No. (with area code)

                      
 Date Approved by the Board

Send copies to: \_\_\_\_\_, Financial Services with purchase requisition for processing of payment(s) as noted in the agreement, Facilities Use, Business Services Office, Superintendent's Office with Agenda Item material, Site file

Ref: <https://staff.tusd.net/personal/clyons/Private Documents/Agreements/Agreement for Use of Consultant Services 1 14 05.doc>



# HUMAN RESOURCES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational services & Human Resources  
**DATE:** August 15, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with @Work Medical Services to Provide Nurses for Needed Nursing Services

**BACKGROUND:** There is a need for additional nursing services in the District to provide the required and necessary services to students. In the past, the District has utilized the services of RN's and LVN's through @Work Medical Services.

**RATIONALE:** In order to continue to provide the required and necessary services to students, the District needs to continue utilizing the services of RN's and LVN's.

This agenda item meets District Strategic Goal #5: Develop and support a high performing workforce.

**FUNDING:** The costs for these services are between \$40.00 and \$54.00 per hour, plus mileage between school sites. These are the total costs paid to the agency and are not to exceed \$100,000.00. Funds to cover the cost of these nursing services will be provided from MAA funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with @Work Medical Services to Provide Nurses for Needed Nursing Services

**Prepared by:** Nancy Kettner, Director of Human Resources and Employee Relations

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

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and @Work Staffing LLC, dba @ Work Medical 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: **Perform catheterizations, manage diabetics, provide 1-on-1 LVN services, and perform other nursing duties as required.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of ( 8 ) **HOURS/DAY**, under the terms of this agreement at the following location: **Health Services Department, 1945 W. Lowell Avenue, Tracy, CA 95376, and at various K-12 school sites as required.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay LVN rate of \$40, 1-on-1 LVN rate of \$40, and/or RN rate of \$54 per HOUR, not to exceed a total of \$100,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

District [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: **Livescan fingerprinting, 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. *\*District will reimburse Contractor for required intra-district travel at the rate of .50 per mile.*
  - B. 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 "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 **September 30, 2012**, and shall terminate on **October 1, 2013**.
5. This agreement may be terminated at any time during the term by either party upon one (1) days written notice.
6. Contractor shall contact the District's designee, **Cindy Edmiston at (209) 830-3241**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
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.

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

**Worker Comp:**

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

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

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

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

9. 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.

10. 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.
11. 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.

12. 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.
13. 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:

Gina Fowler  
Consultant Signature (1)

Tracy Unified School District

62-149643

Social Security Number or TIN number (2)

Date

August 20, 2012

Date

Title

Branch Manager

Title

Account Number to be charged

5940 Pacific Ave Ste C  
Address

Stockton, CA 95203  
City/State/Zip

Department/Site Approval

Budget Approval

(209) 956-4656  
Phone Number

Date Approved by the Board

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



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) <b>08/10/2012</b>
PRODUCER  <b>The Solutions Group</b> <b>2211 N.W. Military Hwy., Suite 211</b> <b>San Antonio, TX 78213</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <div style="text-align: center;">INSURERS AFFORDING COVERAGE</div>
INSURED  <b>WG Hall, LLC</b> <b>3215 John Sevier Hwy</b> <b>Knoxville, TN 37920</b>		INSURER A: <b>ProAssurance Specialty Insurance Co., Inc.</b> INSURER B: INSURER C: INSURER D: INSURER E:

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<b>A</b>	GENERAL LIABILITY	<b>AFC8722512</b>	<b>06/26/2012</b>	<b>06/26/2013</b>	EACH OCCURRENCE	<b>\$ 2,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	<b>\$ 50,000</b>
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	<b>\$ 5,000</b>
	<input checked="" type="checkbox"/> Professional Liability				PERSONAL & ADV INJURY	<b>\$ 2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	<b>\$ 4,000,000</b>
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	<b>\$ Included</b>	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	\$
					E.L. EA ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
<b>A</b>	<b>Physical/Sexual Abuse</b>	<b>AFC8722512</b>	<b>06/26/2012</b>	<b>06/26/2013</b>	<b>\$250,000/\$750,000</b>	

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS	
<p><i>Tracy Unified School District, it's Officers, Officials, Employees, Agents and Volunteers are included as additional insured while conducting business by the above captioned insured on any school property.</i></p> <p><b>Additional Name Insured: Atwork Staffing, LLC Db a Atwork Medical Services; Atwork Franchise, Inc.; Peoplescape, Inc.</b></p> <p><b>Additional Location of Insured: 445 W. Weber Ave., Suite 238, Stockton, CA</b></p>	
CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: <b>A</b>	CANCELLATION
Tracy Unified School District 1875 West Lowell Avenue Tracy, CA 95376-4095  Additional Insured	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE.  AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative of producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# HEALTH CARE ENTITY LIABILITY POLICY ALLIED HEALTH PROFESSIONALS ADDITIONAL INSURED ENDORSEMENT

**POLICYHOLDER:**  
WG Hall, LLC dba Atwork Medical Services

**ENDORSEMENT NO. 1**

**POLICY NUMBER:** AFC8722512

**EFFECTIVE DATE:** 8/9/2012  
(if no date is stated, this endorsement is  
effective as of the coverage effective date)

THIS ENDORSEMENT MODIFIES THE HEALTH CARE ENTITY GENERAL LIABILITY COVERAGE PART AND THE HEALTH CARE ENTITY PROFESSIONAL LIABILITY COVERAGE PART OF THE **POLICY** TO ADD ONE OR MORE ADDITIONAL INSURED(S).

The above-numbered policy is hereby modified as follows:

Each of the following is included as an additional insured under the above-described Coverage Part(s) of the **policy**, but only with respect to liability arising out of the operations of the **policyholder**:

**ADDITIONAL INSURED(S)**

Tracy Unified School District (TUSD)

Endorsement Premium:	\$	125.00
Total:	\$	125.00



# HUMAN RESOURCES MEMORANDUM

---

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 17, 2012  
**SUBJECT:** Ratify Agreement for Special Contract Services for Assistant Football Coach John Gallagher for the 2012-2013 Fall Season

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

**RATIONALE:** John Gallagher's past experience as college football player makes him uniquely qualified to assist and enhance the football program at West High School. The experience and enthusiasm he brings to the players will ensure the overall success and safety of the program. His duties will consist of assisting the linemen, attending meetings and games. With over fifty players on the team's roster, his presence ensures better coaching and a safer environment for our players.

This agenda item needs to be ratified due to the late addition of coaching staff.

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

**FUNDING:** Expenses for the assistant football coach will be paid by the District and reimbursed by the West High School ASB football account. Expenses will not exceed \$2000.00.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Assistant Football Coach John Gallagher for the 2012-2013 Fall Season

**PREPARED BY:** Jeff Frase, Principal, West High School

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and John Gallagher, 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: John will serve as an assistant football coach for the 2012 season. He will supervise and instruct the Varsity and Sophomore teams' defensive linemen.

2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of

One Hundred (100) ~~HOURS/DAY(S)~~ (circle one), under the terms of this agreement at the following location Merrill West High School.

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

A. District shall pay \$ 2000.00 per ~~HOUR / DAY~~ FLAT RATE (circle one), not to exceed a total of \$ 2000.00. 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 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, [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 "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 6, 2012, and shall terminate on December 10, 2012.

5. This agreement may be terminated at any time during the term by either party upon 10 (ten) days written notice.

6. Contractor shall contact the District's designee, Matt Loggins at (209) 830-3370, 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:

John Hult  
Consultant  
Social Security Number or TIN number (2)  
7/24/12  
Date  
Title  
Address  
Tracy Ca 95377  
City/State/Zip  
209  
Phone Number

Matt Hoggins  
Tracy Unified School District  
7/24/12  
Date  
Athletic Director  
Title  
Account Number to be charged  
Jeff Chase - Principal  
Department/Site Approval  
Budget Approval  
Date Approved by the Board

- 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.



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** August 17, 2012  
**SUBJECT:** Adopt Resolution No. 12-04 to Excuse Meeting Absence of Board Member

**BACKGROUND:** Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

**RATIONALE:** Board of Education member Bill Swenson was absent for the special meeting held June 29, 2012, due a preplanned travel arrangements and last minute notice of the special meeting date. The Board of Education finds that Bill Swenson's absence from the meeting of June 29, 2012, was due to hardship deemed acceptable by the Board of Education;

**FUNDING:** Unrestricted General Fund, Previously Budgeted.

**RECOMMENDATION:** Adopt Resolution No. 12-04 to Excuse Meeting Absence of Board Member.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 12-04  
Resolution to Excuse Meeting Absence of Board Member**

**WHEREAS**, Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

**WHEREAS**, Board of Education member Bill Swenson was absent for the meeting held June 29, 2012, due to preplanned travel arrangements and last minute notice of the special meeting date.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education finds that Bill Swenson's absence from the meeting of June 29, 2012, was due to hardship deemed acceptable by the Board of Education;

**BE IT FURTHER RESOLVED** that the Board of Education therefore determines that Mr. Swenson shall be paid for his absence from the special meeting of June 29, 2012, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of August 28, 2012.

Resolved this 28<sup>th</sup> day of August, 2012, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION  
TRACY UNIFIED SCHOOL DISTRICT

Attest:

I certify that the foregoing resolution was adopted by the Board of Education of the Tracy Unified School District, County of San Joaquin, on the date shown above.

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





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 15, 2012  
**SUBJECT:** Approve Change to AR 1330.1 Community Rental of School District Facilities  
(Intent to Adopt)

**BACKGROUND:** Tracy Unified School District has been asked to increase the number of hours the West High School pool is made available to outside users.

**RATIONALE:** Because the current pool maintenance technician also has custodial and supervisory duties during the school day, the new usage hours would conflict with hours currently used to maintain the pool. Therefore, staff has determined that the required change would require adding four additional hours of pool maintenance staffing. The cost of the additional staffing will result in a change to the rental cost of the pool, and a change to AR 1330.1.

**FUNDING:** Tracy Unified School District collected \$18,672 from outside pool users during the 2011-12 fiscal year to cover a portion of the \$174,911.02 cost of operating the pool.

Fees from outside users will defray the new fixed staffing costs and maintain revenues similar to those of previous years if outside pool users use the pool for approximately 460 hours per year. At 300 hours of annual use, outside user fees will defray the fixed staffing costs, but not revenues projected to help cover operating costs. At 1,063 hours of annual use, outside user fees would account for a full proportionate share of pool operating costs.

Therefore, staff recommends adopting this change only if outside users guarantee at least 300 hours of annual pool usage.

**RECOMMENDATIONS:** Approve Change to AR 1330.1 Community Rental of School District Facilities (Intent to Adopt).

**PREPARED BY:** Dr. Casey Goodall, Associate Superintendent for Business Services

# TRACY UNIFIED SCHOOL DISTRICT

## Facility Use Rental Policy

Multi-Purpose Rooms, Stadiums,  
Fields and Swimming Pools



**TRACY**  
UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, CA 95376

Tel (209) 830-3297 Fax (209) 830-3259

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****TABLE OF CONTENTS**

	<b>PAGE NO.</b>
General Information.....	3
Forms Used and References.....	3-4
Procedures, Notifications and Conditions of Use	
Administrative Process Fee & Security Deposit.....	4
Rules of Conduct.....	5
Agriculture Code.....	5
Permits.....	6
Supervision, Keys, Damage and Decorations.....	7
Regulations	
Parking Lots, Car Washes, Tobacco, Advertising.....	8
Kitchens, Flames and Barbeques.....	8
Scheduling & Cancellation.....	9
High School Gyms.....	9
High School Stadiums & Rules .....	9-12
Liability Insurance Requirements and High Risk	
Certificate of Liability and Endorsement Letter.....	13
High Risk Activities and Animals.....	13-14
Pool Users & Lifeguard Certification.....	14
Tiers and Rental Fees	
Tier Descriptions.....	15-17
Tier Breakdown.....	18-19
Rental & Custodial Fees.....	20-21
Facility Use Committee.....	21
Attachments	
Attachment A: Rental Fees.....	22-23
Attachment C: Maximum Occupancy.....	24
Attachment D: Types of Fields by School Site.....	25
Attachment E: Theater Policy & Questionnaire.....	26-27
Attachment B: Room Use Check-In and Clean-Up Form.....	28-29
In-Kind Services and Attachment F: Estimate Form.....	30-31

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****A. Purpose and Scope**

To provide guidelines and procedures for the prioritization, scheduling, pricing, and rules for community rental of school district facilities serving the residents of the Tracy Unified School District.

**B. General**

Tracy Unified School District Facility Use Department is responsible for handling the reservation process for all of the district school facilities. Do not contact schools directly. To obtain a Facility Use Application for a school or district facility, community members should contact the Facility Use Department by calling (209) 830-3297 or visiting 1875 W. Lowell Ave. Setting up an appointment is recommended. We do not accept tentative reservations.

If at any time you have a specific question concerning the rental of our facilities, please contact our office at (209) 830-3297, (209) 830-3230 or (209) 830-3265.

District Office Location: Tracy Unified School District  
1875 W. Lowell Ave.  
Tracy, CA 95376

District Business Hours: Monday-Friday 8:00am-5:00pm  
Weekends Closed

Website: [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us)

The Governing Board designates the Director of Building Maintenance/Facility Use/ to manage all aspects of community rental of school district facilities. The Director of Building Maintenance/Facility Use/ shall be responsible for the coordination and interpretation of the policies and regulations regarding the use of the Tracy Unified School District facilities. The district and its school sites have priority use of Tracy Unified facilities over outside requests for rental.

Article 3.3 & 3.4 of the Master Agreement between Tracy Unified School District and the California School Employees Association (CSEA) prohibits the use of volunteer, non-paid workers and students from conducting work normally or customarily performed by CSEA employees unless formally reviewed and approved in advance. This applies to use of kitchen facilities and food services equipment.

**C. Forms Used and Additional References**

Any person or organization desiring to rent district facilities should complete a facility use application under the Civic Center Act Education Code 38130-38139. You can download an application from our website or contact the Facility Use Department.

- Attachment A: Schedule of Community Rental Fees
- Attachment B: Check-In/Clean/Check-Out Room Form
- Attachment C: Maximum Occupancy Chart

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

- Attachment D: Field Type Chart
- Attachment E: Theater Policy & Questionnaire Form
- Attachment F: In-Kind Services Form

Fees shall be updated annually and published in attachment D: Schedule of Community Rental Fees.

**D. Procedures**

1. Facility users will be charged a \$48.13 Non-Refundable administrative processing fee for all applications and must be submitted at time of application.

2. **Notifications**

Applications will only be accepted during the current school year. Any person applying for the use of property on behalf of any group shall be a member of such applicant group and, unless he/she is an officer of such group, must present written authorization to represent the group. Applicant submits application at least 15 days for elementary and middle schools and 30 days for high schools prior to use to allow sufficient time for processing. It is the user's responsibility to communicate the insurance requirements to their insurance company before sending to facility use department for approval – samples are provided. Allow more time for processing the first and the last month of school. The Facility Use Department is first point of contact and reviews your application and works with school site to secure your reservation. Do not contact the school sites directly. Once date(s) have been secured Facility Use department will send you an invoice for payment and is due prior to use. All conditions including insurance hold harmless, payment, security deposit, must be met prior to receiving a permit. The permit can be faxed, emailed or picked up in the District lobby.

If your application is approved, renters must carry the Facility Use Permit issued by the district at all times when on any TUSD premises. Renters must present an approved Facility Use Permit to district custodial, administrator or certificated staff for facilities to be opened for renters each day of rental.

All outside facility renters are required to pay a \$500.00 Security Deposit prior to use by check. Your security deposit will be refunded to you within 30-60 days after your scheduled use if the hours of use did not exceed those paid for and agreed upon in the approved permit, no additional custodial staff time required to clean to specification or repair the facility, there are no fee issues or damage to the facility you are renting.

The renter, as indicated on the application agrees to be present for the duration of the event as listed on the approved permit. The renter shall be responsible for the security, control and supervision of all persons in attendance of their event during the use of TUSD facilities. TUSD shall require security as a condition of use whenever it is deemed to be in TUSD best interests. A TUSD employee will be present at all times at high school stadiums.

The Facility Use department will only work with the appointed authorized representative of organization. They may approve in writing other representative of their organization to make changes or additions in their absence. Inform sport league coaches not to contact the facility use department to secure fields. All scheduling goes through the authorized representative.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

Sport Organizations are required to provide their Board roster of names and phone number contact information. All users must provide proof of Non-Profit Status for Tier 2-5.

**3. Conditions of Use:**

Tracy Unified does not provide set-up or take-down for facility renters. Equipment use is limited to what is available in the room requested by the renter.

The school board and specifically designated representatives is the only district representatives authorized to sign contracts for the district. School site staff members are not authorized to make community rental or use agreements, nor sign any contract committing the district to any official agreement, financial or legal obligation, nor liability. Requests for uses of district facilities by non-district employees should be made directly to the district office. The district office will contact the school site as necessary.

Tracy Unified School District reserves the right to deny use of facilities for certain periods of time and during which construction, maintenance or other district Departmental projects are being conducted.

**Rules of Conduct**

Unreasonable conduct of any participant shall be subject to immediate cancellation of use. Any conduct at an activity that is deemed offensive, indecent or contrary to the best interest of the community is classified as unreasonable. **SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY.** Facility users must be aware of the location of emergency exits at all times. Facility users are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. Organizations or groups using school facilities under the provisions of Board policy shall be liable for any property damages caused by the activity. The Board shall charge the amount necessary to repair any damages and may deny the organization further use of school facilities. Use of District Furniture and Equipment: When a scheduled use includes use of district furniture or equipment, the user will inspect said furniture and equipment prior to use to ensure the safety of user participants. Facility Users are not permitted to store any of their belongings on sites.

The **California Food and Agricultural Code**, section 13186, and the California Code of Regulations, limits the use of pesticides, chemicals, and cleaning products on school sites, and mandates specific reporting responsibilities to any person who applies these types of products on school premises. Therefore, facility users are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.

Facility users must be aware of the location of emergency exits at all times.

No activity will be permitted which is in violation of local, state, or federal law.

An approved application may be revoked with reasonable notice when TUSD facilities are needed for TUSD purposes as described in tier 1 of the following section of this

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

administrative regulation. The organization shall, as a condition of use, agree to be held financially responsible in the cause of loss or damage to TUSD property.

The organization shall never leave a rented building or stadium unattended and will be held financially responsible in the event of loss or damage to TUSD property.

No part of any building may be entered and/or no equipment may be used which is not specifically listed on the approved application.

Permission to use TUSD facilities for a period exceeding one fiscal year, shall not afford to any person or organization a real or implied monopoly. However, within the given tier structure defined below, the City of Tracy will be given priority over other non-district users when assigning new uses at the end of one year's use.

If an organization rents TUSD facilities on a regular basis they must reapply each school year prior to the end of the current school year. The deadline to submit applications for summer rentals (June-August) is May 1. During summer months, the beginning of school and end of school organizations must allow more time for processing.

Churches, religious groups and sectarian organizations with no suitable meeting place may occasionally use TUSD facilities for religious services for temporary periods on a one time or renewable basis. A charge will be made for each use.

Organizations must inform all of their league officials, coaches and parents that TUSD security Department and/or any TUSD employee who finds any organization on TUSD property without a current approved Facility Use permit will be asked to leave and it will be documented.

If organizations are found for a second time without a permit the organization will be sent a letter of warning. If a third offense occurs; the organization can and will forfeit their privilege of use of TUSD property for one year. If the organization repeats the same offense the next year the organization can lose privileges for two years then consecutively thereafter. Our security Department is advised to call Tracy Police Department.

If an organization does not have a permit and refuses to leave the premises, the organization can lose privileges of use of district property.

Facility users must be aware of the location of emergency exits at all times.

For user group Tier 1 where no fees are charged, there shall be an employee of the TUSD in charge whose duties shall include the opening and closing of buildings and grounds, the operation of mechanical systems, and the enforcement of regulations and prevention of disturbances. The use of the TUSD facilities shall not be granted to individuals or unrecognized groups for personal or private functions.

Keys required to carry out any and all activities shall remain in the possession of authorized TUSD employees. Keys shall not be turned over to individuals, organizations, clubs,

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

associations, etc. Buildings shall be opened, attended, and closed by an authorized employee of the TUSD.

Groups using TUSD facilities shall be responsible for the condition in which they leave the facilities. The rented area should be left in the same condition in which you arrived. Custodians only provide approved requested equipment – they do not set-up for your event. Any abuse or misuse of facilities, including playing fields, shall be reported immediately to the Director of Maintenance. The applicant agrees to reimburse Tracy Unified School District for all costs incurred in repairing damages including, but not limited to the facility, furnishings, fixtures, grounds, and/or additional cleaning/litter removal required outside of the normal scope for said facility, which occurred in connection with the permitted activity and caused by the renter, sponsoring organizations, and/or attendees. Reimbursement for such expenses will be in addition to the security deposit. Failure to pay immediately for damage shall be grounds for denial of future facility requests. Any abuse or misuse of TUSD facilities may be grounds for refusal of future facility requests.

No structural or mechanical apparatus may be erected, nor any electrical, mechanical, structural, nor physical changes made to any existing facilities or grounds on TUSD property, without specific written approval by the TUSD representative approving the Application of the Use of TUSD facilities. Any organization found in violation of this paragraph will be reviewed by the Facilities three member facility use committee which will determine the consequences, which, depending on the circumstances, may include suspension from facility use activities for greater than a twelve month period of time. Persons and organizations granted the use of TUSD facilities shall assume full responsibility for compliance with all applicable state and local fire, health, and safety laws and regulations.

All draperies, hangings, curtains, drops, and all decorative materials used with or upon the TUSD buildings and grounds, shall be made or treated with flame-retardant process approved by the State Fire Marshall. Any materials placed on the walls during meeting shall be attached with masking tape. Push pins, nails, staples or any materials which might leave marks or holes are strictly prohibited. All groups are expected to clean the rooms and/or fields used and return them to the condition they were in when they arrived or pay a cleaning fee equal to the cost of district expenses. Cooking is strictly prohibited unless a TUSD food service worker is hired to supervise the work.

Failure to meet these requirements may result in loss of the privilege of facility use.

The Superintendent shall have the right to revoke permission for use of the TUSD facility at any time when it is deemed in the best interest of the TUSD.

**E. Regulations**

The fiscal school year for TUSD is July 1 – June 30. Regular facility users who have been approved to make payment after each month are required to make payment in full no later than July 15 each school year. If payment is not made in full cancellation of use could occur.



**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

If a Tracy Unified School District student participates in your business or organization and they have been suspended from a Tracy Unified School District school they are not allowed on TUSD property.

Tracy Unified School District **parking lots** are to be used only for parking and ancillary activities associated with other pre-approved uses of district facilities listed in attachment B, Schedule of Community Rental Fees. There shall be no parking of any non-district vehicle on Tracy Unified School District Property other than in designated parking lot areas. Tracy Unified School District parking lots are to be used only for parking and ancillary activities associated with other pre-approved uses of district facilities listed in attachment B, Schedule of Community Rental Fees. There shall be no parking of any non-district vehicle on Tracy Unified School District Property other than in designated parking lot areas.

**Car Washes** are not permitted due to Environmental Protection Agency Storm Water Drain Regulations.

**Tobacco use** in any form is prohibited at all times, including weekends and evenings, on all property owned or operated by the TUSD. This prohibition includes, but is not limited to, all buildings, parking lots, vehicles parked in parking lots, athletic fields, and patio areas.

Facility Users are not permitted to post **banners or advertisement** during regular school hours and only during their scheduled facility use time. Regular school hours are defined as 7:00am to 6:15pm Monday through Friday every week of the calendar year except Christmas Eve and Christmas. Flyers will not be approved unless you have an approval permit.

The use of **kitchens** requires authorization from the Food Services Department. Payment is made in full to the Food Services Department in addition to the facility use fees. A food service worker and custodian are secured for event. Article 3.3 and 3.4 of the Master Agreement between Tracy Unified School District and the California School Employees

No activity which involves an open **flame** is allowed inside a Tracy Unified School District building, with the exception of flames educational instruction uses, such as the use of Bunsen Burners in science classes, or the use of Sterno to heat for food being served from chafing dishes, and in that case only when operated by employees of the Food Services Department.

No **flames** may be used on Tracy Unified School District property on outside facilities with the exception of authorized barbeques, and the authorized use of candles or luminaries. Contained blazes generated by the Tracy Fire Department for training purposes may also be authorized. Users conducting activities which include barbeques, candles, or luminaries shall not use flames within ten (10) feet of any combustible material or building, and there shall be available for use a fire extinguisher. Users of flames must follow safety procedures recommended by public safety agencies. Barbeques must be operated by adults only.

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

### SCHEDULING

It is the user's responsibility to allow sufficient time to set-up and clean up the facility. These hours must be included in the rental period. Custodians only provide approved requested equipment – they do not set-up for your event. Trash should be bagged and placed in the trash receptacles. You are responsible for collecting and disposing of litter, trash, or garbage generated by your activity that does not fit into the receptacles provided. The user will be charged the actual cost of cleanup if litter, trash, or garbage remains on campus. The rented area should be left in the same condition in which you arrived. Organizations shall never leave a rented building or stadium unattended and will be held financially responsible in the event of loss or damage to TUSD property. **High School facilities are not available during the last week of school or on graduation day, Back-to-School nights, Open House or school related event days.** Permission to use TUSD facilities for a period exceeding one fiscal year shall not afford to any person or organization a real or implied monopoly.

### CANCELLATION

Because the District must process applications and schedule staff to open and close the facilities, cancellations must be made 72 hours (3 days) in advance of a scheduled event. Events which are not cancelled within 72 hours for which no notification is made shall forfeit all fees. Facility Users are allowed (2) revisions (changes, additions or cancellations) to an approved permit per year. Any additional changes will be charged an administrative fee of \$48.13. New dates cannot be added to an approved permit and will require a new application.

Cancellations may be made up to 24 hours after an outside event when a rainout occurs and when no cost of labor or utilities is incurred by the district.

Tracy Unified School District reserves the right to cancel scheduled facility use activities to perform scheduled, emergency maintenance or facilities development of district facilities and grounds.

### HIGH SCHOOL GYMNASIUMS

Food and drinks (water included) are prohibited in all main and sub-gymnasiums. If food and drinks are found in the gym your permit can be cancelled for future uses. It is the facility renter responsibility to make sure their guests are adhering to the rules. Prior to checking out you are required to pick up all generated trash including bleacher area and place in trash receptacle.

### HIGH SCHOOL STADIUMS

Facility User provides portable toilet service of their choice and arranges delivery time and placement area prior to scheduling with the high school Business Site Manager. Facility Use Department will advise you. See Stadium Rules.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

**HIGH SCHOOL STADIUM RULES**

1. NO PERMIT – NO ENTRY TO STADIUM
  - a. Facility User must have approved permit
2. OPEN & CLOSE TIME
  - a. Arrive at time indicated to open
  - b. Notify Facility Use department if facility user left early
  - c. Custodian does not have authorization to open stadium earlier
3. CUSTODIAN WHO OPENS PREPARES CHECK-IN FORM FOR THESE AREAS WITH LEAGUE REPRESENTATIVE
  - a. Bleachers
  - b. Concession Stand area
  - c. Press Box
  - d. Test sound equipment including microphone that it is working
  - e. Grounds for trash debris
  - f. Parking Lot
  - g. Football practice field when applicable
  - h. If the stadium is dirty the custodian is required to clean the areas presentable to the facility user
  - i. Ticket Booth-not available to outside youth leagues – Millennium High ok
4. REST ROOMS
  - a. Rest rooms are not available in stadiums. Portable toilets are required by user
  - b. User can provide pop-up tent in pre-approved area for weigh-ins
5. CUSTODIAN ASSIGNED
  - a. Unlocks entrance gate, concession and press box
  - b. Patrols stadium and parking at all times
  - c. Keeps unauthorized people out of artificial field/track fenced area
  - d. Turns switch on for scoreboard
  - e. Assists Facility User
  - f. Never leaves the stadium during the approved permit times
  - g. Makes sure barbeques are 10 feet away from any building or structure
  - h. Reports all problems to league president
  - i. Turns on stadium lights at dusk and off when complete – not Facility user
    - i. WHS can turn on pool lights for additional lighting
6. OUTSIDE FACILITY USERS
  - a. Do not use restrooms in stadium or on site
  - b. Do not use locker rooms on site campus – Millennium High ok
  - c. Do not use yard markers, end zone pylons or 10 yard chain set
  - d. Are not authorized to use the elevator
  - e. No vehicles in the stadium – emergency vehicles only

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

- f. Responsible for supervising all children – no child left unattended
- g. Only game players inside the stadium/track areas
- h. League should assign patrol at each gate to the field
- i. No cleats on track – use mats provided for crossing
- j. Half-Time- team to football field practice area (not inside field area)

**7. SCORE BOARD AND SOUND EQUIPMENT**

- a. Custodian set-up PA system ONLY
- b. PA equipment operated by Adults ONLY – no youths
- c. NO IPOD hook-up at WHS – CD's ONLY
- d. IPOD hook-up at THS and KHS ok.
- e. No access to volume adjustment – volume is preset. DO NOT ATTEMPT TO ADJUST!
- f. Do not un-hook the PA system until custodian verifies unit works when departing
- g. Kimball High – put all equipment in Security Safe before leaving
- h. No PA speaker sound **before** 10:00 AM or **after** 9:00 PM
- i. No PA speaker sound on Sunday until 1:00 PM (WHS)

**8. CONCESSION STAND**

- a. Kimball High does not offer concession building
- b. Outside Facility User uses counters only
- c. Outside Facility User does not use WHS Pepsi Machines
- d. Facility User does not use refrigerator or freezers
- e. Makes sure barbeques are 10 feet away from any building or structure
  - i. West High has a new spot for barbequing only. There is a new parking lot next the concession building. See taped off area.
  - ii. Place drip pans or tarps under barbeques to avoid spillage on pavement
  - iii. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly
- f. No extension cords allowed. Only use the outlets provided inside and outside of concession building
- g. Never put anything in ice machine except clean ice scooper – no purchased bags of ice. Any item contaminates ice.
- h. Clean sinks after use
  - i. WHS users clean 3 drains – Directly under sink, in between two soda machines (south side) and in between the reach-in refrigerator and counter (east side). If you sweep floor be careful not to sweep crumbs into the floor drain.
- i. Facility User will provide their own mop and broom
- j. District will provide spray disinfectant
- k. Use a clean mop. Before mopping rinse your mop thoroughly
  - i. For more information contact High School Maintenance Supervisor

**9. PROHIBITED**

- a. No drinks allowed on turf – Plastic water bottles only

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

- b. No chewing gum on turf
- c. No sunflower seeds allowed on turf or inside stadium
- d. No hold down stakes or pegs allowed in turf
- e. Unsupervised children

**10. CUSTODIAN WHO CLOSING PREPARES CHECK-OUT FORM AND VERIFIES ALL AREAS ARE CLEAN WITH LEAGUE REPRESENTATIVE**

- a. Parking Lot
- b. Bleachers
- c. Ticket Booth
- d. Concession Stand area cleaned thoroughly (counters, floor, etc.)
- e. Press Box
- f. Test sound equipment including microphone that it is working
- g. Grounds for trash debris
- h. Football practice field when applicable
- i. Cleaning should be completed prior to approved close time to complete Check-Out form

**11. CUSTODIAN WHO CLOSING RESPONSIBILITIES ARE**

- a. The Facility User is responsible for thoroughly cleaning the stadium. If the Facility User refuses to clean the stadium to specification custodian is required to obtain overtime authorization high school Maintenance Supervisor or Director of Building/Maintenance. The custodian is to clean all areas before he leaves and Facility User will be charged applicable hourly custodial fees
- b. Parking Lot patrol
- c. Empties all trash cans to dumpsters (home and visitor sides and football practice field)
- d. Do not carry trash bags or cans across track or turf. Drive mule or walk around and make sure bag is not leaking if so double bag
- e. Secures concession building – rolls up windows and locks
- f. Turns off lights
- g. Secures and locks all gates

12. If Custodian assigned is unable to commit to the time he signed up or has an emergency and has to leave, they are to call and make other arrangements for coverage or call the Stand-By Person at 321-1329.

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

### INSURANCE REQUIREMENTS

When individuals or groups request use of Tracy Unified School District facilities or grounds, it is important that all reasonable and available protective measures be taken to avoid liability and minimize the district property and liability loss potential. **It is the Facility Users responsibility to meet insurance requirements.** Facility Users are required to purchase insurance and instruct TUSD requirements and verify the documents prior to sending to the Facility Use Department. The Facility Use Department is not authorized to instruct the insurance company. Specific requirements for each category appear below.

A Certificate of Insurance must accompany a Facilities Use Request. In addition to the certificate of insurance, an endorsement must be attached naming Tracy Unified School District as an additional insured. Renters are required to use Acord Forms available through insurance agents. The standard minimum liability limits is \$1,000,000 million per occurrence, and \$2,000,000 aggregate bodily injury. The district reserves the right to adjust its insurance requirements as needed.

The Certificate of Insurance must include all of the following:

- Name of insured (must match name on Facility Use Application)
- The statement: "Naming Tracy Unified School District, its employees, officers, board of directors, agents, and volunteers as additional insured, under the above captioned policy."\*\*
- School Location(s) –School Name and Address
- Date(s) of rental. For occasional use, list specific dates. For continual use, list start date and end date.
- Cancellation clause including 30-day notice

The endorsement that names TUSD as additionally insured will be a separate page on Insurance Form CG2011, CG2026 or equivalent and should be attached to the certificate of insurance.

**\*\* NO MATTER WHAT YOUR INSURANCE COMPANY TELLS YOU, WE REQUIRE A SEPARATE INSURANCE FORM FOR THE ADDITIONAL INSURED ENDORSEMENT, WHICH IS TO BE SUBMITTED WITH YOUR CERTIFICATE OF INSURANCE, OR THE DISTRICT CANNOT APPROVE YOUR APPLICATION!!**

Any extreme hazardous risks (example trampolines, bungees, and jumping devices, fireworks, aircraft, parachutes, domesticated or wild animals, rodeo, racing, circuses, climbing walls, deep fat fryers, dunk tanks, bull rides) will require prior approval by the three member facility use committee described later in this policy in the section entitled "Exceptions." These uses will require \$5,000,000 liability limits per occurrence.

### DOMESTICATED OR WILD ANIMALS

No person shall cause or permit pets or animals to be on school grounds or in school/district facilities, although no part of the policy shall prohibit the appropriate use or access of legally approved/supervised service animals. With prior consent of the superintendent or designee, working animals shall be permitted limited access as appropriate.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

Before allowing domesticated or wild animals on district property (including parking lots), prior approval is required by the Tracy Unified School District. In addition to the certificate of insurance, an endorsement must be attached naming Tracy Unified School District as an additional insured. Users are required to use Accord Forms available through insurance agents. The special minimum coverage required for this type of usage is \$5,000,000 per occurrence. The district reserves the right to adjust its insurance requirements as needed. No person shall cause or permit pets or animals to be on school grounds or in school/district facilities, although no part of the policy shall prohibit the appropriate use or access of legally approved/supervised service animals. With prior consent of the superintendent or designee, working animals shall be permitted limited access as appropriate.

**POOL USERS**

Facility Users renting pools are required to carry a cell phone. Land line phones are not available in pool areas. No food, drinks, or glass are allowed in pool areas. Plastic water bottles only. Should you require the use of a lift device to gain pool access please contract any lifeguard. One lifeguard is required for every 25 swimmers.

Facility Users renting Kimball High School pool are required to provide their own portable toilets and garbage dumpsters. There is no access to rest rooms.

**LIFE GUARD CERTIFICATION**

If use of a Tracy Unified School District pool is requested, the user must provide a qualified lifeguard to supervise the events. The lifeguard must be at least 15 years of age, and maintain and possess a current certification in Lifeguard training and CPR for the Professional Rescuer and First Aid. The lifeguard must provide proof he or she has passed a water skills test. One lifeguard is required for every 50 swimmers.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Prioritization and Fees**

Groups requesting use of Tracy Unified School District Facilities shall fall into one of eight general tiers. Tiers are organized from highest priority to lowest priority with tier one having the highest priority and tier six having the lowest priority. Each tier has an associated fee schedule and requirement for insurance which is described in section II. Tiers are described as follows:

**Tier 1: EDUCATION OF DISTRICT STUDENTS**

1. Curricular, co-curricular, and extra-curricular school events of any official Tracy Unified School District course, team or activity group (provide list), and no participation fee is charged.
2. Also, co-curricular and extra-curricular events involving Tracy Unified School District students from schools other than the sponsoring school, and from which all proceeds are collected into and expended from the school site Associated Student Body fund, and at which the custodial costs are mitigated by a district administrator or certificated employee opening, closing, and ensuring the facility is cleaned, and from which all proceeds go to the school site for use, and at which all labor, including any coaching, is voluntary and not paid.
3. Events officially sponsored by the School Board in support of the District's Service Learning Program, and at which the custodial costs are mitigated by a district administrator or certificated employee opening, closing, and ensuring the facility is cleaned, and for which no heating, ventilation, or air conditioning is to be provided.
4. And, Official school parent club, PTA, and district sponsored foundation meetings in which only non-risk activities take place. (High risk activities include athletic events, outside vendors, cooking, serving food, dancing, etc. Note extreme hazardous risks include: trampolines, bungees, and jumping devices, fireworks viewing, aircraft, parachutes, domesticated or wild animals, rodeo, racing, circuses. These extreme high risk uses require additional insurance as described later. Food and fund raising vendors must be appropriately licensed and have insurance which includes a certificate designating the district as an "additional insured".)
5. The Tracy Learning Center for student athletic events which cannot reasonably be conducted at their own facilities, and which do not conflict with Tracy Unified School District scheduled curricular, co-curricular, and extra-curricular events. The charter school is expected to pay for all the additional costs that are required for using a facility, e.g. custodians at football games.

*Example: Adult Education program, High School Athletic teams, debate, drama, IB, Ag, FFA, AP, choir, band, space and engineering academy, employee associations, etc., parent clubs, parent teacher associations, school community advisory groups, Migrant Education, US Census Bureau (if meeting is conducted on normal school day, and concludes before 10:00 pm), and City of Tracy DARE Program, Tracy Breakfast Lions and Tracy Tank Town Lions for TUSD high school games.*

**Tier 1A: EXTRA CURRICULAR SCHOOL EVENTS, SCHOOL FUNDRAISERS AND COMMUNITY SUPPORT requiring proof of insurance**

1. Associated Student Body (ASB) Fundraiser for high school athletic team approved by Athletic Director and Principal. The two primary goals are to raise funds for a high



**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

school athletic team, and to provide athletic instruction to Tracy Unified School District K-8 students only. Two week time limit. Cannot lead to competitions outside the scope of the instructional camp. All competitions and contests take place within the confines of the camp and do not include participants or competitors from outside the camp. These camps are clearly differentiated from youth teams and clubs and are in no way intended to be youth feeder programs.

2. The Annual Relay for Life Event. TUSD will not be responsible for out of pocket cost for this event, including equipment, portable lighting, paid staffing or overtime. District will jointly coordinate the event.
3. In addition to these uses, and because it is considered the civic duty of the school district, Tracy Community Council of United Way meetings conducted during the normal work day, the San Joaquin County Registrar of Voters election polls, Brighter Christmas, and Delta Blood Bank and for which there are no costs to the district are included in this tier.

*Example: THS Football Camp, WHS Basketball Camp, KHS Jr. Jaguar Basketball Camp, WHS Cheer Camp, Relay for Life, Brighter Christmas, Delta Blood Bank, College Board SAT Testing, EMHI Grant Providers*

**Tier 1B: HIGH SCHOOL TEAMS EXTENDED SEASON THROUGH AN OUTSIDE AGENCY with requirements**

Outside sports agency for TUSD high school students offered no more than one time per year per sport and approved by Athletic Director and Principal. Participants are limited to current 9-12 grade TUSD students at any high school and must be CIF compliant – proof of outside agency status and observance of dead period must be provided to the site Athletic Director by varsity head coach. Program must be run by the stipend high school coach. Program must provide facility use department with roster of participants.

*Example: Any outside sport agency league.*

**Tier 2: NON-CURRICULAR DIRECT SUPPORT OF DISTRICT STUDENTS**

1. City sponsored after-school programs during the normal school year of each school, and which provides daycare and other services to K-8 students covered by the district insurance policy. American Red Cross and for mass care welfare shelters during disasters or other emergencies affecting the public health and welfare.
2. Official school parent club and PTA activities in which high risk activities take place.

*Example: City After School programs, Boys and Girls Club, Girl Scouts, Boy Scouts, Campfire Girls, 4H, American Red Cross Shelter, Tracy Community Council of United Way events for public health and welfare, Sister City Schools.*

**Tier 3: NON-CURRICULAR INDIRECT SUPPORT OF DISTRICT STUDENTS**

Non-curricular events, programs, services and activities, sponsored by a non-district non-profit organization (Kiwanis, Lions, Rotary, etc. provide list) in which participants are NOT covered by the TUSD insurance policy and from which proceeds are returned to schools or scholarships for students in schools in the form of donations. Users in this tier must provide

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

an accounting of revenues, expenditures, and donation amount to serve as a back-up document validating that proceeds are being returned to schools.

*Example: Junior Miss, Delta College, Tracy Community Band, Tracy African American Association, Tracy Latin Athletic Club Pancake Breakfast, Elks, Tracy Peaker Power Plant Over site Committee.*

**Tier 4: YOUTH RECREATION**

Supervised youth recreational activities sponsored by official youth organizations, leagues, or the City of Tracy, and serving the residents of the Tracy Unified School District.

*Example: Football (Bulldogs, Cougars, Buccaneers), Baseball & Softball (Little League, Babe Ruth, ASSA, Liberty, Tracy Express, Delta Rebels, Cardinals, Outlaws, West Coast, Delta Charter), Soccer (TYSL), Swimming (Tritons), Basketball (National Junior Basketball, Cyclones), City Summer Day Camp, City Art Camp, City of Tracy Hoops Program.*

**Tier 5: OTHER NON-PROFIT USES OF FACILITIES**

1. Adult recreational activities sponsored by official non-profit organizations or leagues, or the City of Tracy, and serving the residents of the Tracy Unified School District.
2. Administration of examinations for the selection of personnel by public agencies.
3. Conduct of religious services for temporary periods (renewal at least annually) on a one-time or a renewable basis, by any Tracy-based church or religious organization that has no suitable meeting place for the conduct of services.

*Example: Old Timer Baseball, Adult Soccer, State & Federal Government, McHenry House, University of San Diego for Teacher Staff Development programs, Tracy Interfaith Ministries, Sutter Hospital, Churches, McHenry House "Kids in a Box", fundraising activities and meetings in preparation for Relay for Life, supervised youth recreational activities sponsored by official youth organizations or leagues, serving youths who live outside the boundaries of the Tracy Unified School District.*

**Tier 6: FOR PROFIT ORGANIZATIONS OR NOT FOR PROFIT ORGANIZATIONS SCHEDULING ACTIVITIES IN WHICH A PARTICIPATION, ADMISSION, OR ENTRY FEE IS CHARGED**

As per Education Code 38134 (e), entertainment, functions or meetings where admission fees are charged or contributions are solicited and where the net receipts are not expended for the welfare of the pupils of the District, or for charitable purposes, a charge shall be levied for the use of school facilities or grounds which shall be equal to fair rental value.

*Example: Tracy Community Theater, Vintage Productions, private colleges, private business, CDI, Utility Companies, Chamber of Commerce fireworks, USA Volleyball, University of San Diego for non-teacher staff development programs, Saint Mary's, University of Laverne.*

**All users must provide proof of Non-Profit Status for Tier 2-5.**

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Tier Breakdown Requirements**

	FEES	INSURANCE REQUIREMENT
Tier 1	None	None
Tier 1A	1. Staff time (custodial and other direct support of the use) outside normal work hours.	Users in this tier will provide a Certificate of Insurance, Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification
Tier 1B	1. Staff time (custodial and other direct support of the use) outside normal work hours.	Users in this tier will provide a Certificate of Insurance, Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification
Tier 2	1. Utilities after 6:15 pm and before 7:00 am, and on non-school days. 2. Staff time (custodial and other direct support of the use) outside normal work hours. 3. Administration fee of managing the facility use program. 4. Security Deposit	Users in this tier will provide a Certificate of Insurance, Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification
Tier 3	1. Utilities. 2. Staff time (custodial and other direct support of the use) outside normal work hours. 3. Administration fee of managing the facility use program. 4. Security Deposit 5. Provide Facility Use department Accounting of Revenues documents  See exhibit b	Users in this tier will provide a Certificate of Insurance, Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification
Tier 4	1. Utilities. 2. Staff time (custodial and other direct support of the use) outside normal work hours. 3. Administration fee of managing the facility use program. 4. Wear and Tear on facilities and grounds. 5. Security Deposit	Users in this tier will provide a Certificate of Insurance, Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

	See exhibit b	
Tier 5	<ol style="list-style-type: none"> <li>1. Utilities.</li> <li>2. Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>3. Administration fee of managing the facility use program.</li> <li>4. Wear and Tear on facilities and grounds.</li> <li>5. Security Deposit</li> </ol>	Users in this tier will provide a Certificate of Insurance, Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification
	See exhibit b	
Tier 6	<ol style="list-style-type: none"> <li>1. Utilities.</li> <li>2. Staff time (custodial and other direct support of the use) outside normal work hours.</li> <li>3. Administration fee of managing the facility use program.</li> <li>4. Wear and Tear on facilities and grounds.</li> <li>5. A fair rental fee</li> <li>6. Security Deposit</li> </ol>	Users in this tier will provide a Certificate of Insurance, Endorsement Letter naming TUSD as additionally insured and including a statement to hold the district harmless and indemnification
	See exhibit b	

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****FEES**

The following fee schedule is based on like facilities being used for different types of groups and activities delineated by district goals and proscriptions of the civic center act. Priority is given to school events, then to youth events, and then to non-youth events.

For purposes of charging fees, "hours used" will be rounded to the next higher half hour. Fees are required in full prior to use unless organization has prior approval to pay month by month. The District reserves the right to cancel or suspend permit if payment is not paid within 45 days.

Charges will be made, as provided by law and as outlined below, for any additional cost such as audio/visual equipment, supplies, utilities, custodial services and salaries paid to district employees which are necessitated by the organization's use of the facilities and grounds.

The Administrative Fee assigned for tiers 2-6 will be charged for each "Processing Event". A "Processing Event" is defined as submission of any number of forms at any number of facilities, which are submitted to the district at one time. For example, if a sports group plans to have activities over a three month time period and located at five different school sites, if the entire package of forms is submitted at the same time, only one administrative fee will be charged. If, however, an additional form is submitted later, or if a change to the original plan is requested, the fee will also be charged for that processing event.

**CUSTODIAL FEES**

If a custodian is on his/her regular shift custodial fees will not be charged to users depending upon the type of event. Outside regular shift the district will charge the user a minimum of two hours of custodial fees. Depending upon estimated attendance of user's event more hours could be required. If a use occurs during school hours, the custodian will open and close, but will not set-up. If set-up is required, a custodial fee will be charged. Your scheduled custodian and designated member of your organization are required to prepare Check-In/Out form upon arrival and departure. The check-In/Out form protects the district, site and facility user. Organization should never leave site unattended.

**CSEA Article 11.9-Call Back Time:** Call back status is defined as an employee's physical presence at a work site in response to one or more emergency events within a two (2) hour period of time after completion of his regular assignment. An employee responding to a call back to work will be compensated at the overtime rate for a minimum of two (2) hours. If the work exceeds two (2) hours, the employee will then be compensated at the overtime rate for actual hours worked.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****OPENING, CLEANING AND CLOSING**

A select list of Administrators and/or Certificated employees/teachers, approved in advance by the Facility Use Committee, may open and close at the site at which they are assigned on their regular workday if they are certified by the facility use staff at the district office to be properly trained. Training Certification will include:

1. Facility Use Policy and Administrative Regulation
2. Restroom cleanliness standards and procedures
3. Blood Borne Pathogens
4. Hazardous Materials Safety
5. Asbestos safety
6. Fire safety and response
7. Use of district keys
8. Use of site alarm system
9. Heating, Ventilation, and Air Conditioning (HVAC) bypass timers
10. Pre- and Post-Inspections

The administrator and/or teacher will ensure the facility is cleaned after the event. Otherwise, a custodian will be assigned to the event at the cost of the user. The Administrator and/or teacher contacts Facility Use Department to schedule training appointment.

In order to comply with negotiated terms between Tracy Unified School District and the California Schools Employee Association, a greater fee (\$50.00 per hour) will be charged for custodial opening and closing services on the following holidays:

- New Year's Day
- Christmas Day
- Thanksgiving Day
- Easter
- Fourth of July

**EXCEPTIONS/FACILITY USE COMMITTEE**

A committee, known as the Tracy Unified School District Facility Use Committee, consisting of three elected members of the Tracy Unified School District board of trustees shall be formed to review, accept, or reject all requests for exceptions. The Associate Superintendent for Business Services will act as the convener of this committee. This committee will review and make the final decision on appeals made relating to specific uses. Exceptions to the stated tier and pricing structure stated above may be granted for two purposes:

1. The activity is deemed to fit within a different tier than originally assigned and/or the activity is a curricular, co-curricular, or extra-curricular school event.
2. The user group will substitute activities, services, and/or items of equal value as a form of payment for facility or field use.

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment A: Schedule of Community Rental Fees

Area	Tier 2-6 ↓ Utilities / Hr	Tier 4-6 ↓ Wear & Tear/ Hr	Tier 1A-6 ↓ Add Custodial / Staff/ Hr Min 2 hrs	Tier 2-6 ↓ Add Administrative Processing Fee	Tier 6 Only ↓ Fair Rental Markup/ Hr
Classroom	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
Elementary Multi-Purpose Room	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
Library	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
Kitchen – Elementary	\$ 5.50	\$16.50	\$33.29	\$48.13	\$66.00
Kitchen – Secondary	\$16.50	\$16.50	\$33.29	\$48.13	\$66.00
Middle School (MS) Gym	\$ 8.94	\$16.50	\$33.29	\$48.13	\$66.00
MS Multi-Purpose Room					
Monte Vista & Williams	\$ 8.94	\$16.50	\$33.29	\$48.13	\$66.00
High School (HS) Dance Room	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
HS Teacher Lounge	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
HS Theater	\$ 8.81	\$16.50	\$33.29	\$48.13	\$66.00
Theater Sound Room/Lighting			*see policy		
Theater Dressing Room	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
Theater Classrooms	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
HS Cafeteria	\$ 7.18	\$16.50	\$33.29	\$48.13	\$66.00
HS Gymnasium	\$ 9.18	\$16.50	\$33.29	\$48.13	\$66.00
HS Sub Gym/Small Gym	\$ 8.94	\$16.50	\$33.29	\$48.13	\$66.00
HS Weight Room	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00
Tracy High Pool w/o Lights	\$18.01	\$0	\$33.29	\$48.13	\$66.00
Tracy High Pool with Lights	\$33.01	\$0	\$33.29	\$48.13	\$66.00
	<del>\$36.02</del>			\$48.13	
West High Pool w/o Lights*	<del>\$113.59</del>	\$0	\$33.29		\$66.00
	<del>\$50.00</del>			\$48.13	
West High Pool with Lights*	<del>\$131.59</del>	\$0	\$33.29		\$66.00
Half West High Pool w/o Lights	<del>\$56.80</del>	\$0	\$33.29	\$48.13	\$66.00
Half West High Pool with Lights	<del>\$74.80</del>	\$0	\$33.29	\$48.13	\$66.00
Kimball High Pool w/o Light	\$18.01	\$0	\$33.29	\$48.13	\$66.00
Kimball High Pool with Lights	\$33.01	\$0	\$33.29	\$48.13	\$66.00
District Education Center Board Room (no technology)	\$ 2.33	\$16.50	\$33.29	\$48.13	\$66.00
District Education Center General Conference Room	\$ 0.90	\$16.50	\$33.29	\$48.13	\$66.00

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment A: Schedule of Community Rental Fees

Area	Tier 2-6 ↓ Utilities / Hr	Tier 4-6 ↓ Wear & Tear/ Hr	Tier 1A-6 ↓ Add Custodial/ Staff/ Hr Min 2 hrs***	Tier 2-6 ↓ Add Administrative Processing Fee	Tier 6 Only ↓ Fair Rental Markup/ Hr
Grass Covered Baseball Practice Areas (**see note at bottom of page)		\$ 2.75		\$48.13	\$66.00
Baseball Field (all ages)		\$ 5.50		\$48.13	\$66.00
Softball Practice Field		\$ 5.50		\$48.13	\$66.00
Softball Field		\$ 5.50		\$48.13	\$66.00
Soccer Fields available to all ages (maximum wear and tear fee \$50.00 per day)		\$ 7.15		\$48.13	\$66.00
Football Practice Field (maximum wear and tear fee \$275/day)		\$ 7.15		\$48.13	\$66.00
Stadium (Includes use of press box and snack bar. Cost of lights is additional. Maximum wear and tear fee \$770/day)*** (Football, Soccer and Track Use)		\$77.00 ***	\$33.29 *** ****	\$48.13	\$66.00
Irrigation Specialist			\$41.69	\$48.13	
Football Field Line Painting			\$33.29	\$48.13	
Football Field Lights	\$11.01				
Tennis Courts		\$ 5.50	\$33.29	\$48.13	\$66.00
Track (Williams Middle School)		\$ 5.50		\$48.13	

\*The City of Tracy runs the West High Pool and has priority use on weekends from Memorial Day weekend through the Labor Day weekend, and weekdays from the final regular school day of the school year, through the first return day of the new school year. Facility Use requests during these dates should be made directly to the City of Tracy.

\*\*Grass covered fields not to exceed \$750 per practice field for a season.

\*\*\*To supervise use of high school Stadiums and protect against damage, a custodian is required to be-present during the entire use and be present at least one hour after the use.

\*\*\*\*Kimball Stadium requires two custodians at all times due to open campus.

See following pages for different breakdowns of costs under different scenarios.



**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Attachment C: Maximum Occupancy Chart**

The number of people present, at any activity, shall not exceed the posted occupancy for the room(s) used. This is FIRE REGULATION.

Site	Multi-Purpose Room/Cafeteria	Multi-Purpose Room Dining*	Gym	Small Gym	Theatre	Stadium	Pool
Bohn	567	265					
Central	507	237					
Freiler	698	321					
Hirsch	567	265					
Jacobson	567	265					
Kelly	719	336					
Kimball High	410	410	2318	521	400	3706	132
McKinley	427	199					
Monte Vista	558	253					
North	645	298					
Poet Christian	567	265					
South	857	400					
Stein	572	267					
Tracy High	1173	525	1670	700	325	3753	116
Villalovoz	561	282					
West High	653	415	2680	418		4159	260
Williams	648	302		598			

\*Dining is seating on multi-purpose/cafeteria lunch tables.

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment D: Types of Field Chart

Site	Small Baseball < 10	Small Base ball < 12	Baseball	Softball Practice	Softball	Soccer	Football Practice	Stadium
Bohn		*3				1	1	
Central		*2				1	1	
Freiler	*2							
Hirsch	*4					1	1	
Jacobson	*1	2				1	1	
Kelly								
Kimball High			2		2	1		1
McKinley	*5					1	1	
Monte Vista			6			1	1	
North	3							
Poet Christian		*2				1	1	
South/ West Park		2		1	2	1	1	
Stein								
Tracy High			1			3	3	1
Villalovoz					2	1	1	
West High			2		2	2	2	1
Williams					5	1	1	

\*grassy fields

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Attachment E: Theater Policy and Questionnaire****Tracy Unified School District Theatre Use Policy**

The following policies, as well as any school rules, will apply to all groups using the THS or KHS Theatres.

1. Theatre Lighting:
  - a. All groups must use a trained student to operate the light/sound boards during their function.
  - b. A fee will be charged for the student's services depending on length of the function at a rate of \$10.00/hr.
  - c. The drama teacher must receive at least a four week notice from the participant in order to arrange for the student to be available. If four weeks' notice is not given, a student may not be available and the light/sound boards will not be available for the function. Kimball High School requires two students, one for sound and one for lights. To make arrangements, please contact the following drama teacher:
    - THS (209) 831-5100 ext. 2991.
    - KHS (209) 832-6600 ext. 4100.
  - d. If the lighting is altered in anyway (including but not limited to adding gels, barns doors, etc.) it must be returned to its original state. Plugs are not to be rearranged without prior permission, and they MUST be returned to their original location.
2. Dressing rooms/Make-up rooms:
  - a. If the group needs to use the dressing rooms/ make-up rooms, they must include their request in the facilities request form or the rooms will be locked and unavailable.
  - b. If the group involves youth 18 or under, adult supervision must be present at all times for each room.
  - c. The interior offices and rooms Rm1/Rm3 (for THS) and rooms C1, C2 & C3 (for KHS) are off limits at all times. Nothing in those offices/ rooms may be used for your production at any time.
3. Front Doors:
  - a. The doors will be unlocked and locked by the custodial crew at the time specified on the facilities request form. At no time must the building be left unattended if the front doors are unlocked. And at no time can the doors be propped open for further access.
4. Equipment:
  - a. Any other equipment that is needed, including but not limited to the piano, risers, flats, and band equipment, must have a specific request at least four weeks prior to the event.
  - b. Equipment/materials may not be available for use and the schools are not required to furnish the equipment/materials.
5. Food and drinks:
  - a. Food and drinks are allowed in the lobby area only. Food and drinks are not allowed in the theatre area at any time.
6. Alterations:
  - a. No permanent alterations can be made anywhere within the theater.
7. Move in/Move out:
  - a. Please be aware there is a possibility of functions overlapping each other. Therefore sets, props, music equipment, etc. may be in the theatre and are not to be touched or moved for any reason.
  - b. If you need time to clean up after your event, you must include that in your facilities request form. Anything left after the end of your request will be removed and thrown away.
  - c. The theatre needs to be left in the same condition as found.

**COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES****Attachment E: HIGH SCHOOL THEATER SUPPLEMENTAL QUESTIONNAIRE**

This is a supplemental questionnaire to better serve the District and the Community when the Theater is requested. Please give the questions careful consideration then take a moment to complete the form. This form must accompany Facility Use Application. On the reverse side is the Theater Use Policy provided for your information.

Name of Your Group: \_\_\_\_\_

Dates Needed: \_\_\_\_\_

What is the nature of your performance?: (is it performance, service, theatrical production) \_\_\_\_\_

Will you need ANY set up or rehearsal space? \_\_\_\_\_ If so, have you included this in the dates/time listed on the application? This includes if you will be having items brought to the site (musical instruments, outside sets). We need to know when they will be delivered and IF we have space to store them. We cannot be responsible for these items and there may be an additional cost for a custodian to open/close the site for the delivery times.

Will you have sets? \_\_\_\_\_ Please describe the nature of your sets:

\_\_\_\_\_

The High School Performing Arts Magnet or another organization may have a set on the stage at the time you requested. Can your group work around a set or do you need the entire stage?

Are you interested in having theater lights (spotlights and/or light board use) for your show? \_\_\_\_\_  
If so, please note item 1 on the reverse side of this form for directions on how to arrange this.

- The Theater does have a sound system. However, you need to provide your own wireless microphones.
- All items in the theater and any adjacent classroom are the property of TUSD. We respectfully ask that the items are not used or moved without prior permission.
- Please be aware that our theater is used most school days. Sets cannot be left up that will interrupt instructional use of the space.
- Theater questionnaire is required to be filled out and submitted with room application.

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment B: Room Use and Clean-Up Check List

CHECK-IN FORM

## Before Use Room Cleaning Checklist

Please acknowledge that food or drinks (water included) are prohibited in the school's main and sub-gymnasiums (West High, Tracy High, Kimball High, and McKinley Elementary) that have wood flooring. Custodian provides user with requested equipment only and does not assist with set-up or tear down unless for Tier 1. Room should be in the same shape as when entered. Chairs back on rack, etc. Organization is prohibited to staple, pin or hammer nails into any TUSD property (walls, equipment or structures). Facility User signs this form they are aware of the location of emergency exits and fire extinguishers upon arrival.

Site: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Organization Name: \_\_\_\_\_

√Signature of Organization Group Representative: \_\_\_\_\_

√Signature of District Employee Opening Facility: \_\_\_\_\_

Actual time Custodian worked opening \_\_\_\_\_ Time Departed: \_\_\_\_\_

## CHECK CONDITION OF EACH ROOM/AREA BEFORE USE:

	Clean ↓	No Damage ↓	Exceptions Noted ↓
Cafeteria	( )	( )	( ) _____
Kitchen	( )	( )	( ) _____
Gymnasium	( )	( )	( ) _____
Multi-Purpose Room	( )	( )	( ) _____
Pool Area	( )	( )	( ) _____
Locker Room	( )	( )	( ) _____
Classroom	( )	( )	( ) _____
Fields	( )	( )	( ) _____
Rest Rooms	( )	( )	( ) _____
Parking Lots	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____

List approved Requested Equipment (tables, chairs, microphones, etc.).

Check Condition before use:

_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____

Describe check-in problems:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment B: Room Use and Clean-Up Check List

CHECK-OUT FORM

## After Room Use and Cleaning Check List

Tracy Unified School District will provide paper towels, bathroom tissue, and plastic garbage bags. As a part of the custodial staffing cost, the Tracy Unified School District will clean bathrooms, empty garbage cans, sweep floors, vacuum (when applicable) and mop (when applicable) and replace paper products. All other cleaning is the responsibility of the renter. The following checklist describes the cleaning responsibilities of the renter. If the custodian is required to spend more than the minimum two hour allotment, the user will be billed at the rate stated in this administrative regulation. Custodians must have permission granted by a district administrator authorized to expend funds from the facility use budget -- refer to contact numbers below.

Yes No

_____	Decorations removed from all walls and ceilings and properly disposed of.
_____	Tables and chairs wiped off and stacked neatly on rack.
_____	All trash bagged and placed in the trashcans provided by the district.
_____	Rooms, hallways, and exterior of building cleaned of food and trash.
_____	Restroom trash disposed of in garbage cans; toilets flushed.
_____	Damage to facility, property or persons.

	Clean	No Damage	Exceptions Noted
Cafeteria	( )	( )	( ) _____
Kitchen	( )	( )	( ) _____
Gymnasium	( )	( )	( ) _____
Multi-Purpose Room	( )	( )	( ) _____
Pool Area	( )	( )	( ) _____
Locker Room	( )	( )	( ) _____
Classroom	( )	( )	( ) _____
Restrooms	( )	( )	( ) _____
Fields	( )	( )	( ) _____
Parking Lot	( )	( )	( ) _____

Check Equipment Condition after use:

_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____
_____	( )	( )	( ) _____

Describe check-out problems:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

√Signature of Organization Group Representative: \_\_\_\_\_

√Signature of District Employee Opening Facility: \_\_\_\_\_

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

Actual time Custodian worked Closing \_\_\_\_\_ Time Departing: \_\_\_\_\_

\*Check-in/Out form must be attached to time sheet for approval\*

Return to DEC-Facility Use Department or Fax# 830-3259 (report all problems within 24-48 hours)

For Additional Overtime Authorization: THS Maint Supervisor: 321-0349, WHS Maint Supervisor: 321-3625,  
 KHS Maint Supervisor: 321-3700, Director Maintenance: 321-0469

## **COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES**

### **IN-KIND SERVICES**

The district recognizes the desire by individuals, student groups, community groups, and facility use groups to offer in-kind services of work in order to perform incidental or cosmetic type work to school fields in an order to improve the appearance or functionality of those district assets.

In-Kind Services and improvements to outside fields, which mitigate the wear and tear on, or improve the maintenance of those fields, may be accepted in lieu of fees with prior written approval of this committee. In-kind payment requests must include a letter detailing the in-kind services to be offered, the benefit to the school district, and a completed attachment F. The district shall notify the local CSEA bargaining group in writing of all such projects a minimum of ten (10) working days prior to the implementation of the work.

All donated work shall require formal district review and approval, including a required plans, permits and inspections.

The district may participate in public service programs sponsored by local, state and federal agencies, including programs charged with performing incidental or cosmetic type work in an effort to improve the appearance of school facilities. Such programs may not result in the layoff or reduction of bargaining unit employees or positions.

### **Record Retention**

Community rental of school district facilities records will be maintained for three years.

### **Reports Required**

Community users in tier 3 must provide an accounting of revenues, expenditures, and donation amount to serve as a back-up document validating that proceeds are being returned to schools.

### **Approved by Administrator of Division**

Associate Superintendent for Business Services

TUSD Acknowledged: **January 10, 2012**

## COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

## Attachment F: In-Kind Services Estimate Documentation Form

The Tracy Unified School District Facility Use Sub-Committee will review all requests for approval or denial on all site improvements

Organization Name		Contact Person		Phone No	
School		Location/Area			
Job Description					
Start Date		Completion Date			
Contractor and Contact Information					
DESCRIPTION	QUANTITY	MATERIALS	LABOR	SUB-CONTRACT	TOTAL
					\$
					\$
					\$
					\$
					\$
					\$
TOTAL AMOUNT REQUESTED					\$

## DISTRICT APPROVALS (for office use only):

Director of Building/Maintenance/Facility Use	✓	Date
Director of Facilities	✓	Date
Principal	✓	Date
CSEA Union	✓	Date
Associate Superintendent of Business Services	✓	Date
Board Approved		Date
Facility Use Department – Verify Receipts	✓	Date





# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 17, 2012  
**SUBJECT:** Approve Change in Language for the Conflict of Interest Code

**BACKGROUND:** On Tuesday, August 14, 2012, the Board of Trustees adopted Resolution No. 12-03 to change the Tracy Joint Unified School District to the Tracy Unified School District because the District no longer serves student populations in two counties. The Political Reform Act, under the direction of the Fair Political Practices Commission (FPPC), requires every local government agency to review its Conflict of Interest code biennially to determine if it is accurate and up-to-date or, alternatively, that the code be amended. The current Conflict of Interest Code was adopted as Resolution No. 04-11 on January 11, 2005, and a revision to clarify language was approved on August 8, 2008. At the time the Conflict of Interest Code was adopted on January 1, 2005, it was adopted as a Multi-County Agency because the District contained territory in more than one county.

**RATIONALE:** As a result of the District no longer including portions of the Alameda County within its boundaries, the Fair Political Practices Commission (FPPC) no longer considers the District to be a Multi-County Agency. Therefore, it is no longer appropriate for the District to include the term "Joint" and "Alameda County" in the Conflict of Interest Code.

**FUNDING:** None.

**RECOMMENDATION:** Approve Change in Language for the Conflict of Interest Code.

**Prepared by:** Nancy Kettner, Director of Human Resources and Employee Relations

CONFLICT OF INTEREST CODE FOR THE  
TRACY ~~JOINT~~ UNIFIED SCHOOL DISTRICT  
OF SAN JOAQUIN COUNTY AND ~~ALAMEDA COUNTIES~~

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the Tracy ~~Joint~~ Unified School District.

Designated employees shall file their Statements of Economic Interest with the Tracy ~~Joint~~ Unified School District who shall make the statements available for public inspection and reproduction. (Government Code Section 81008.)

## APPENDIX A

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Members of the Board of Trustees	1
District Superintendent	1
All Assistant Superintendents	1
All Directors	2
Principals	2
Consultants*	

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadcast disclosure category in the code subject to the following limitations:

The Superintendent may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of the disclosure requirements. The superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## DISCLOSURE CATEGORIES

### Category I

Designated employees assigned to this category must report:

- (a) Interests in real property which is located in whole or in part:
  - (1) within the boundaries of the District,
  - (2) within two miles of the boundaries of the District, or
  - (3) within two miles of any land owned or used by the District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- (b) Investments and Business Positions in business entities or income from sources which engage in the acquisition or disposal of real property within the jurisdiction.
- (c) Investments and Business Positions in business entities or income, including gifts, loans and travel payments from sources which:
  - (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the District, or
  - (2) manufacture or sell supplies, books, machinery or equipment of the type utilized by the District.

### Category 2

Designated employees assigned to this category must report:

Investments and Business Positions in business entities or income, including gifts, loans and travel payments from sources which:

- (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the employee's department, or
- (2) manufacture or sell supplies, books, machinery or equipment of the type utilized by the employee's department. For the purposes of this category a principal's department is his entire school.