

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

**DATE: TUESDAY, DECEMBER 11, 2012**

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

**TIME: 5:15 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. Administrative & Business Services:**

**3.1.1 Conference with Real Property Negotiator (G.C. 54956.8)**

-Property: APN: 23804007

-Negotiating Party: William Lyon Homes

**3.2 Educational Services:**

**3.2.1 Records Challenge #12-13/1**

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

**3.2.2 Finding of Fact #12-13/25, 26, 27, 28, 29, 30, 31**

**3.2.3 Application for Reinstatement #12-13/15**

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

**3.2.4 PE Exemption – KHS #10207523**

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

**3.2.5 Request to Expunge Expulsion #12-13/1 - #1019092**

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

**3.3 Human Resources:**

**3.3.1 Consider Settlement Agreement with Employee UC# 781**

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

**3.3.2 Consider Leave of Absence Request for Certificated Employee**

#UC-782, Pursuant to Article XX

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

**3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release**

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

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

Pg. No

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a Report Out on Conference with Labor Negotiator – No Action Taken**

**6b Report Out of Action Taken on Records Challenge #12-13/1**

**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

**6c Finding of Fact #12-13/25, 26, 27, 28, 29, 30, 31**

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

**6d Report Out of Action Taken on Application for Reinstatement #12-13/15**

**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

**6e Report Out of Action Taken on PE Exemption – KHS #10207523**

**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

**6f Report Out of Action Taken on Request to Expunge Expulsion #12-13/1 - #1019092**

**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

**6g Report Out of Action Taken on Consider Settlement Agreement with Employee UC# 781**

**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

**6h Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-782, Pursuant to Article XX**

**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_

**7. Approve Regular Minutes of November 13, 2012.**

1-5

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

**8. Board Organization:**

**8.1 Elect Officers: President, Vice President, Clerk**

6

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

**8.2 Appoint Representatives to the following committees:**

7

Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory;  
Facility Use Policy Review; Family Life, Legislative Action, SJCSBA; Special Ed;  
TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks.

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

**8.3 Approve Board Meeting Calendar**

8

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

**9. Student Representative Reports: Kimball High: Brianna Pekari; Tracy High: Ivan Diaz; West High: Natasha Bartolome; Stein High: Justin Chapman-Varela**

- 10. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement: Pg. No.
- 9.1 Jacobson School Update 9
  - 9.2 Recognize the Outstanding Employees of the Fall Term for the 2012-13 School Year
  - 9.3 Recognize TUSD Board of Education Member, Bill Swenson, for 18 Dedicated Years of Service to Tracy School Boards
- 11. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).
- This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.
- The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you. There is a record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. You may obtain copies of the policy from Human Resources, and staff will assist you.
- 12. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
- 12.1 **Administrative & Business Services:** None.
- 13. PUBLIC HEARING:** None.
- 14. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_
- 14.1 **Administrative & Business Services:**
    - 14.1.1 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District 10-11
    - 14.1.2 Approve Assembly, Service, Business and Food Vendors 12-18
    - 14.1.3 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 19-20

	Pg. No.
14.1.4 Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	21-23
14.1.5 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	24-25
<b>14.2 Educational Services:</b>	
14.2.1 Approve Sunesys, LLC Amendment No. 2012-01 to the Wide Area Network License Agreement between Tracy Unified School District and Sunesys, LLC	26-29
14.2.2 Approve Funding for the Lawrence Livermore National Security (LLNS) Grants Received by Tracy High School Science Department in the Amounts of \$5,000 and \$1,000 Respectively	30
14.2.3 Approve Agreement for Special Contract Services with Conscious Teaching, LLC to Facilitate a Conscious Classroom Management Workshop and a Brain Compatible Approaches for Motivating and Engaging Students Workshop at the February 23, 2013 Staff Development Buy Back Day	31-34
14.2.4 Ratify Agreement for Special Contract Services with Nancy Fetzner for Coaching in Balanced Literacy including Writing for Teachers at Villalovoz and McKinley Elementary Schools for the 2012 – 2013 School Year	35-37
14.2.5 Approve Agreement for Special Contract Services and Vendor Agreement with "One Day at a Time" (ODAT) to Provide Additional Services to West High School from January 1 – May 31, 2013	38-43
14.2.6 Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 13-15, 2012	44
14.2.7 Approve Agreement for Special Contract Services with Timothy M. Smith as Guest Conductor for the 2013 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance	45-48
<b>14.3 Human Resources:</b>	
14.3.1 Approve Classified, Certificated and/or Management Employment	49-50
14.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	51
<b>15. 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>15.1 Administrative &amp; Business Services:</b>	
15.1.1 Certify 2012-2013 Fiscal Year First Interim Report (Separate Cover Item)	52-53
Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.	
15.1.2 Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2011/12	54-63
Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.	
<b>15.2 Educational Services:</b>	
15.2.1 Approve Revisions to BP 5141.33 Head Lice (First Reading)	64-66
Action: Motion___; Second___. Vote: Yes ___; No___; Absent___; Abstain ___.	

- 15.2.2** Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2012/2013 School Year  
(Separate Cover Item)

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

- 16. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 17. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 18. Board Meeting Calendar:**
- 18.1** January 8, 2013
  - 18.2** January 22, 2013
  - 18.3** February 12, 2013
  - 18.4** February 26, 2013
- 19. Upcoming Events:**
- |             |                                 |                                      |
|-------------|---------------------------------|--------------------------------------|
| <b>19.1</b> | <b>Dec. 17-Jan. 1, 2013</b>     | <b>No School, Winter Break</b>       |
| <b>19.2</b> | <b>January 21, 2013</b>         | <b>No School, MLK Day</b>            |
| <b>19.3</b> | <b>February 11, 2013</b>        | <b>No School, Lincoln's Birthday</b> |
| <b>19.4</b> | <b>February 18, 2013</b>        | <b>No School, Presidents' Day</b>    |
| <b>19.5</b> | <b>March 29 – April 5, 2013</b> | <b>No School, Spring 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, November 13, 2012**

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

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

**7:07 PM:** President Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:** 6a Finding of Fact #12-13/17, 18, 21, 22, 23, 24  
**Action:** Silva, Gouveia. **Vote:** Yes-7; No-0.  
6b Report Out of Action Taken on Application for Reinstatement #12-13/14, 15  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Crandall)  
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-170, per Article XXIII  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Crandall)  
6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-171, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Crandall)  
6e Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL – 172, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Crandall)  
6f Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-780  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Crandall)

**Employees Present:** C. Minter, J. Cardoza, J. Anderson, J. Bussey, B. Carter, Paul Hall, G. Garner, R. Call, J. Miller, L. Cuaresma, N. Allen, G. Wilson, R. Riddle, L. DeLaTorre

**Press:** Denise Rizzo (Tracy Press)

**Visitors Present:** J. Micael, A. Caluza, B. McCain, D. Schmig, R. Miranda, M. Williams, J. Andrade, Z. Travassos, B. Gonzalez, T. Heben, C. Alcazar, E. Sanchez, M. Murillo, S. Magana, J. Reading, S. Frisbie,

**Minutes:** **Approve Regular Minutes of October 23, 2012.**  
**Action:** Guzman, Vaughn. **Vote:** Yes-6; No-0; Abstain-1(Crandall)

**Student Rep Reports:** None.

**Recognition & Presentations:** 9.1 North School Update

Principal, Fred Medina, presented a power point along with teachers Nathan Allen and Cynthia LeLaurin. The CST results were reviewed and compared to the district and state scores. The English Learners are making great progress in learning English. Their Hispanic population is 73%. The challenge is how to prepare teachers to work with the students. They have ongoing staff development by the County Office of Education, Department of Multilingual Education and also use the Santillana program. This is the 2<sup>nd</sup> year of the collaborative teacher program.

## **9.2 Recognize and Congratulate the TUSD Food Services Department for Receiving an Award of Recognition from the Healthy San Joaquin Collaborative**

Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources, recognized the Food Services Department for receiving the Award of Recognition from the Healthy San Joaquin Collaborative for their contribution to changes that promote, support, and encourage healthy choices and environments in San Joaquin County communities. They received a plaque, numerous certificates of recognition and the school champion award from the California State Legislature at the Healthy San Joaquin Collaborative Awards Breakfast held in September in Stockton.

## **Hearing of Delegations**

Renee Riddle spoke and referenced the March 2, 2011, agenda which stated that hours would be restored if the Governor's proposal passes. She believes that this reference included the passing of Proposition 30 (Nov. 2012), which passed last week. She is asking the district to restore the hours.

Tiffanie Heben is a parent of 2 children that attend Southwest Park. The last 5 years that were students at Hirsch. She became concerned about the number of times teachers are out of class for meetings. There was no sub and students were sent to another classroom. This did not occur at their old school. There is a severity of sub shortages especially due to district meetings and some schools are suffering more than others. Dr. Harrison spoke with her and provided input. Last Friday there were 17 sub shortages. She believes subs should be available before teachers attend meetings. It is import to keep kids in school and the same should be for teachers. She asked if Southwest Park is suffering disproportionately. It had the highest number of sub requests.

John Anderson, TEA President, thanked the voters for the passage of Proposition 30. The youth turned out in greater numbers than expected. The teachers did a great part in this, by knocking on doors, making phone calls, etc. A group of teachers held signs on the corner of 11<sup>th</sup> Street and Tracy Boulevard to help get their message out. The day after the election, he got a group of teachers together and held "thank you" signs on the same corner.

Gayle Garner is the CSEA President. The library technicians brought to her attention that on March 2, 2011, the board approved an agenda item that reduced their positions by half. She stated that the item clearly stated that if the Governor's initiative gets on the June ballot and passes, the items would be restored.

**Information &  
Discussion Items:**

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

**11.1.1 Receive Report on the California Budget and Implications to Tracy Unified School District**

Associate Superintendent of Business Services, Dr. Casey Goodall, reviewed a power point on the passing of Proposition 30 and the next steps. At the December 11<sup>th</sup> meeting, he will have a formal analysis of budget based on Proposition 30. On January 10<sup>th</sup>, the Governor will say what next year looks like. They are already talking about the way schools are funded. He will also be looking at enrollment trends over the next several weeks. At the December 11<sup>th</sup> meeting, we will present the first interim report and update our assumptions. The Governor's January proposal is talking about a weighted formula, categorical funding changes, and there may be other proposals. We are now looking at enrollment projects and the opening of Mountain House High School. It looks like we will be losing about 521 high school students. After that, the Superintendent will develop and present a budget review process in February.

Trustee Crandall commented that 521 students @ \$5200 per student is approximately \$3 million dollars.

**11.2 Educational Services:**

**11.2.1 Receive Report on Updated Information on the Common Core State Standards in Mathematics**

Director of Staff Development, Janice Bussey, presented a power point which reviewed the common core state standards in Grade 8 math and the revisions that were made.

**Public Hearing:**

**12.1 None.**

**Consent Items:**

**Action:** Item 13.1.1 was pulled and voted on separately. Swenson, Crandall. **Vote:** Yes-7; No-0.  
Item 13.1.1, approved as amended, Guzman, Silva. **Vote:** Yes-7; No-0.

**13.1 Administrative & Business Services:**

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

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

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

**13.2 Educational Services:**

**13.2.1 Ratify Contract with Valley Community Counseling and Licensed Marriage, Family Therapist for the 2012-2013 School Year**



- 13.2.2 Approve Agreement for Special Contract Services and Memorandum of Understanding with the San Joaquin County Office of Education (SJCOE) Multilingual Education Department for the District Buy-Back Day on February 23, 2013
- 13.2.3 Approve Agreement for Special Contract Services with San Joaquin Office of Education, Teaching Opportunities for Partners in Science (TOPS) to Provide Science Enrichment to 5<sup>th</sup> & 6<sup>th</sup> Grade Students at North Elementary School for the 2012 – 2013 School Year
- 13.2.4 Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2012
- 13.2.5 Approve Revised Agreement for Special Contract Services with Counseling and More (CAM) to Provide Training for Parents at North Elementary School for the 2012 – 2013 School Year
- 13.2.6 Approve Overnight Travel for the West High School Academic Decathlon Team to Attend an Academic Retreat in Angels Camp, CA on November 20 –December 2, 2012
- 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 the Hiring of AVID College Tutors for the 2012-13 School Year

**Action Items:**

- 14.1 **Administrative & Business Services:**
  - 14.1.1 Approve Accepting State Categorical Funds and Continued Use of Flexibility Authorized by SBX3 4  
**Action:** Silva, Guzman. **Vote:** Yes-7; No-0.
  - 14.1.2 Authorize the Director of Food Services to Seek Bids for West High Multiteria Serving Line Equipment  
**Action:** Crandall, Vaughn. **Vote:** Yes-7; No-0.
  - 14.1.3 Authorize the Associate Superintendent of Business Services to Release a Request for Qualifications for Master Planning Services  
**Action:** Vaughn, Silva. **Vote:** Yes-7; No-0.

**Board Reports:**

Trustee Gouveia thanked all the voters for their support of Proposition 30. Trustee Swenson attended the facility meeting regarding the baseball fields at Monte Vista. He also thanked Bonny and group for putting together the items. The total comes to about \$800,000. We cannot use the bond funds connected with Tracy because Monte Vista is a different site. Staff came up with way to find \$500,000 to do almost all of it. The main diamond should be ready to go for the opening of the season. He wishes a "Happy Thanksgiving" to all. Trustee Guzman attended the Tracy Learning Center meeting on November 5<sup>th</sup>. They are getting their program review done and looking to improve their facilities. They will be having a talent show on December 6 at The Grand. He wished a "Happy Thanksgiving" to all. Trustee Crandall thanked all the fellow Veterans. Trustee Vaughn thanked the voters for approving Proposition 30. It helped all students in the District. Trustee Silva thanked everyone for their support of Proposition 30. He attended the West homecoming game and night rally. They all had a good time. It was a tough

season. Trustee Costa attended the anti-bullying rally at Kimball High. The kids were excited to get their awards for their posters. She thanked Paul for heading up the planning and all schools that participated.

**Superintendent  
Report:**

Dr. Franco also thanked Paul Hall for his work on the bullying event. Acadec is coming up. Last Thursday night they held a GATE meeting held for 1<sup>st</sup> graders that were tested. Jared Rio at Kimball High put on a breakfast event for Veterans last weekend. Common Core Curriculum will be the direction of the future.

8:24 p.m.

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Clerk

Date



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. James Franco, Superintendent  
**DATE:** December 2, 2012  
**SUBJECT:** (1)Elect Officers;  
(2)Appoint Representatives to the following committees:  
Budget; CALSSD; City Schools Liaison; District Attendance Area;  
Facilities Advisory; Facility Use Policy Review; Family Life;  
Legislative Action; SJCSBA; Special Ed, TAPFFA; Tracy Learning  
Center/Ad Hoc Board Member; Charter Schools; Tracy Parks; and  
(3)Approve 2013 Board Calendar.

**BACKGROUND:** Education Code Section 35143 and 72125 require the governing board of each school district to hold an annual organizational meeting. In a year in which a regular election for governing board members is held in our district, the meeting shall be held on a day within a 15-day period that commences with the date upon which an elected governing board member takes office. Organizational meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar. This year the 15-day period will commence on December 7. Districts that have regular meetings between December and December 22 can comply with the Education Code requirement by placing this matter on its agenda. The day and time of the annual meeting shall be selected by trustees at its regular meeting immediately prior to the first day of such 15-day period.

**RATIONALE:** Tuesday, December 11, 2012, is the date of the Tracy Unified School District Board of Trustee's regular meeting which complies with the Education Code requirement for holding the annual organizational meeting. Within 15 days prior to the date of the annual meeting, all board members and members-election shall be notified in writing of the date and time selected for the meeting.

**FUNDING:** N/A

**RECOMMENDATION:** (1)Elect Officers; (2)Appoint Representatives to the following committees: Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life; Legislative Action; SJCSBA; Special Ed; TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks; and (3)Approve 2013 Board Calendar.

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

**PROPOSED COMMITTEES:  
TRACY UNIFIED SCHOOL DISTRICT  
ORGANIZATIONAL MEETING HELD DEC. 2012**

<b>2011 COMMITTEES:</b>	<b>COSTA</b>	<b>CRANDALL</b>	<b>GOUVEIA</b>	<b>GUZMAN</b>	<b>SILVA</b>	<b>VAUGHN</b>	<b>VACANT</b>
<b>OFFICERS</b>		<b>CLERK</b>			<b>PRESIDENT</b>	<b>VICE-PRES</b>	
<b>BUDGET</b> Silva, Swenson, Vaughn (A-JC)	Alternate				X	X	X
<b>CALSSD</b> Crandall		X					X
<b>CITY SCHOOLS</b> Costa, Gouveia, Guzman (A-BS)	X		X	X			Alternate
<b>DISTRICT ATTENDANCE AREA</b> Crandall, Gouveia, Swenson		X	X				X
<b>FACILITIES ADVISORY</b> Guzman, Silva, Swenson (A-GC)		Alternate		X	X		X
<b>FACILITY USE POLICY REVIEW</b> Crandall, Guzman, Vaughn (A-WG)		X	Alternate	X		X	
<b>FAMILY LIFE</b> Costa, Vaughn	X					X	7
<b>LEGISLATIVE ACTION</b> Costa, Crandall, Gouveia	X	X	X				
<b>SJ CSBA</b> Costa, Silva	X				X		
<b>SPECIAL ED</b> Vaughn						X	
<b>TAPFFA</b> Gouveia, Silva, Vaughn (A-BS)			X		X	X	Alternate
<b>TRACY LEARNING CTR/ AD HOC BOARD MEMBER</b> Guzman (A-JC)	Alternate			X			
<b>TRACY PARKS</b> Gouveia (A-GS)			X		Alternate		
<b>CHARTER SCHOOLS</b> Costa, Guzman, Silva	X			X	X		



**TRACY**  
UNIFIED SCHOOL DISTRICT

## Board of Education Calendar of Meetings 2013

The Board of Education holds its regular meetings in the Tracy Unified School District Education Center Boardroom located at 1875 W. Lowell Ave. Meetings begin at 7 p.m. The Board of Education's meeting agendas are posted for public viewing the Friday before each regular meeting in the Education Center lobby and on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us). Copies of meeting agendas also are available by contacting the Superintendent's Office at 830-3201. Minutes of Board of Education meetings are available for public review in the Superintendent's Office on Mondays through Fridays between 8 a.m. and 5 p.m., and can be viewed on the District's website at [www.tracy.k12.ca.us](http://www.tracy.k12.ca.us).

BOARD MEETING DATES 2012
1/08/13
1/22/13
2/12/13
2/26/13
3/12/13
3/26/13
4/23/13
5/14/13
5/28/13
6/11/13
6/25/13
8/13/13
8/27/13
9/10/13
9/24/13
10/08/13
10/22/13
11/12/13
12/10/13



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** November 28, 2012  
**SUBJECT:** Recognize the Outstanding Employees of the Fall Term for the 2012-13 School Year

**BACKGROUND:** Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections. This is the 29th year the District has been recognizing outstanding employees.

**RATIONALE:** The employees who are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

This agenda item meets District Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** N/A

**RECOMMENDATION:** Recognize Nicola Roberts (K-5), Adrienne Broussard (6-8), and Ruben Arroniz, Sr. (9-12) as Outstanding Classified Employees; Kathy Leles (K-5), Gloria Ramirez (6-8), and Jon Waggle (9-12) as Outstanding Certificated Employees; and Troy Brown as Outstanding Management Employee for the Fall Term of the 2012-2013 school year.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 11, 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:

Monte Vista Middle School:

1. Tracy Unified School District/Monte Vista Middle School: From Jon Bruml of Techstyles Sportswear. This donation consists of brand new clothing and jackets that have misprints or minor defects, with a retail value of \$22,000.00. The clothing will benefit the students of Monte Vista.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions in the amount of \$4,750.00 (ck. #4408). This donation will be used towards Tracy High School's athletic program.
2. Tracy Unified School District/Tracy High School: From Photo 360 in the amount of \$1,050.00 (ck. #1003). This donation will be used towards Tracy High School's athletic program.

Williams Middle School:

1. Tracy Unified School District/Williams Middle School: From Lola Lee Mohr in the amount of \$1,000.00 (cash). This donation will benefit the classroom and students of Teacher, Laura Mohr.

**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:** James Franco, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** November 30, 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
<b>*FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE BELOW</b>		
<b>ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL:</b>		
	My Kids Dentist - Pacific Dental Services. Courtney Laird - 360-607-3928. lairdc@pacden.com. Www.mykidsdentistonline.com. Oral hygiene presentations, health and wellness. Targets age grou K-2	1/1/2013
	Freebirds Burrito Restaurant - Ethel Birrell - 835-6000 or \$559-392-3251. ebirrell@freebirds.com. Www.freebirds.com	11/21/2013
<b>↓ APPROVED LIST BELOW BY EXPIRATION DATE↓</b>		
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	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
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

Board Approved	Vendor	Insurance Expires
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
8/25/09	Soul Shoppe - Vicki Abadesco, 415-333-9347, info@soulshoppe.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
8/28/12	One Day At A Time, Inc. - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues-925-437-3574. www.odatec.org	2/27/2013
4/12/11	LMG Attractions- DJ Services. Dave Tillman 275-0226, www.lmgattractions.com	3/1/2013
9/11/12	Give Every Child A Chance, Tutor Mentoring Program, 855-0702, www.gecacracy.org	3/6/2013
9/25/2012	Central Valley Party - party rental supplies, on-site events. Archille Hubbnner - 832-8890, info@centralvalleypartyrentals.com. Www.centralvalleypartyrentals.com	3/21/2013
5/8/12	Jester Games - Diablo presentation. Roxanne Lynch - 310-613-0331. Roxanne@thediablofest.com. www.thediablofest.com	4/25/2013
8/28/12	mark@showsthatteach.com, www.showsthatteach.com. Variety of artistic stage productions on subjects such as character education, music history, reading motivation, fine	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

Board Approved	Vendor	Insurance Expires
9/13/11	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
2/14/12	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com	6/1/2013
9/11/12	Camfel Productions- A Multi Media Production. Veronica Loya, 626-960-6922, veronica@camfel.com. www.camfel.com	6/1/2013
2/14/12	PIQE-Parent Institute for Quality Education - Teresa Guerrero, 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2013
11/8/11	Sounds in Motion - DJ & Sound Services. George or Jason 522-5999, soundsinmotion@msn.com, www.soundsinmotiondj.com	6/15/2013
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
9/25/2012	SOS Entertainment - Sound, Lighting & Event Production Company. Derek Sage - 661-424-1767, info@sosentertainment.com, www.sosentertainment.com	6/25/2013
3/8/11	Andrew Troisen, DDS. 833-1240	7/1/2013
2/14/12	CAM Counseling and More - Lettie Ordone. 640-4179, 832- 1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2013
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2013

Board Approved	Vendor	Insurance Expires
8/14/12	Elite T-Shirt Printing - Dina 640-1918 or dina@elitetshirtprinting.com	8/24/2013
9/11/12	Audio Tech - DJ Services. David Mendez-609-6012, djdavies81@yahoo.com, Rod Riley-499-2517322-3047, rodriley21@yahoo.com	8/24/2013
9/27/11	New Creation Bible Fellowship-Kevin James-408-595-5704, www.ncbfrtracy.org. Power Zone Camp	9/1/2013
10/23/12	Rainbow Italian Ice - Tonya or Jayson Griffith-510-491-5689, italianicegirl2012@yahoo.com or 510-591-6693. www.rainbowitalianice.com.	9/4/2013
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/20/2013
6/12/12	Feet First Eventertainment-DJ Service, Amy Wu 510-601-0600, info@feetfirstevents.com	10/12/2013
3/8/11	Peacemakers - Paul Hall -phall@tusd.net or Kevin James - kev4jam@sbcglobal.net	11/1/2013
5/8/12	Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. <b>Must follow Animal Policy</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

Board Approved	Vendor	Insurance Expires
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
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. www.getrealbehindthewheel.org	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1

Board Approved	Vendor	Insurance Expires
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
<p><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.</p>		
<p><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.</p>		
<b>FOOD VENDORS:</b>		
<p><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></p>		
9/25/2012	Squeeze Inn Restaurant - Food catering. Dean Davis - 833-7992 or 331-3228. www.tracy.thesqueezeinn.com	1/12/2013
5/8/12	Oh My Dawgs Inc., Food Catering. Uoxina Aguirre - 836-0093, uoxina@comcast.net. www.ohmydawgs.com	10/12/2013
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com	12/1/2013



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** December 2, 2012  
**SUBJECT:** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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



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

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A. Vendor: F & H Construction and Urban Ernst Design Group  
Site: Kimball High School  
Item: Agreement  
Services: Settlement agreement regarding the repairs to the retaining walls at Kimball High School as required by Division of State Architect. Total estimated costs to repair the retaining walls are \$40,389.99; the cost is to be shared equally between the three parties.  
Cost: \$13,463.33  
Project Funding: Developer Fee/Mitigation Fund and State School Building Fund (SSFB)

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B. Vendor: Collegiate Licensing Company  
Site: West High School  
Item: Agreement  
Services: Settlement agreement regarding trademark rights to the Wolf Head design mark at West High School. This agreement requires discontinuance of use of the WHS logo in accordance with a prescribed schedule.  
Cost: N/A  
Project Funding: Wolf Head logo will be replaced with routine repair and maintenance

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 29, 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: Presido  
Site: District Education Center – Server Project  
Item: Quote - WSCA - Ratify  
Services: Provide professional services for Networking and SPS2010 services.  
Cost: \$30,000.00  
Project Funding: Measure S Bond Funds

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B. Vendor: Roebbelen Contracting, Inc.  
Site: Monte Vista Middle School Modernization  
Item: Change Order #6  
Services: Scope of work documented on the change order summary.  
Cost: \$36,504.00 Deduction from contingency allowance previously included in contract.  
Project Funding: Measure S Bond Funds and State School Building Fund (SSBF)

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C. Vendor: 3D Datacom  
Site: Bohn Elementary School – Project #2012-ISET-002  
Item: Notice of Completion  
Services: Contractor provided and installed new communications cabling to current infrastructure.  
Cost: \$114,226.00 Change Orders: \$0.00 Total Contract: \$114,226.00  
Project Funding: Measure S Bond Funds

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D. Vendor: 3D Datacom  
Site: Duncan Russell High School – Project #2012-ISET-004  
Item: Notice of Completion  
Services: Contractor provided and installed new communications cabling to current infrastructure.  
Cost: \$71,282.00 Change Orders: \$350.00 Total Contract: \$71,632.00  
Project Funding: Measure S Bond Funds

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E. Vendor: 3D Datacom  
Site: Jacobson Elementary School – Project #2012-ISET-008  
Item: Notice of Completion  
Services: Contractor provided and installed new communications cabling to current infrastructure.  
Cost: \$146,399.00 Change Orders: \$3,820.00 Total Contract: \$150,219.00  
Project Funding: Measure S Bond Funds

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F. Vendor: 3D Datacom  
Site: Stein High School – Project #2012-ISET-007  
Item: Notice of Completion  
Services: Contractor provided and installed new communications cabling to current infrastructure.  
Cost: \$104,854.00 Change Orders: \$0.00 Total Contract: \$104,854.00  
Project Funding: Measure S Bond Funds

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G. Vendor: 3D Datacom  
Site: Villalovoz Elementary School – Project #2012-ISET-005  
Item: Notice of Completion  
Services: Contractor provided and installed new communications cabling to current infrastructure.  
Cost: \$141,602.00 Change Orders: \$2,671.00 Total Contract: \$144,273.00  
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:** November 29, 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: Roebbelen Contracting, Inc.  
Site: Tracy High School Stadium and Improvement Project  
Item: Change Order # 2  
Services: Scope of work documented on the change order summary.  
Cost: \$6,874.00 Deduction from contingency allowance previously included in contract.  
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF) Savings

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B. Vendor: Southern Bleacher Company, Inc.  
Site: Tracy High School Stadium and Improvement Project  
Item: Change Order # 1  
Services: Scope of work documented on the change order summary.  
Cost: \$26,619.00  
Project Funding: Measure E Bond Funds and (SSBF) Savings

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C. Vendor: Lincoln Commercial Pool Equipment  
Site: Tracy High School - VGB Pool Improvement Project  
Item: Quote - Ratify  
Services: Vacuum, vacuum head, vacuum hose, discharge hose to clean pool.  
Equipment to replace vacuum system that was disabled due to Virginia Graeme Baker Pool and Spa Safety Act/AB 1020.  
Cost: \$2,752.00  
Project Funding: Measure E Bond Funds

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D. Vendor: Division of State Architect  
Site: Tracy High School – Ag Science & Weight Room Modernization  
Item: Application - Ratify  
Services: Application for approval of plans and specifications for the Tracy High School Agricultural Science CTE modernization, Agricultural Science Building ADA upgrades and Weight Room ADA upgrades.  
Cost: \$8,650.00  
Project Funding: Measure E Bond Funds and SSBF

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E. Vendor: Division of State Architect  
Site: Tracy High School – EB Theater Modernization  
Item: Application - Ratify  
Services: Application for approval of plans and specifications for the Tracy High School EB Theater modernization.  
Cost: \$10,595.00  
Project Funding: Measure E Bond Funds and SSBF Savings

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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:** November 29, 2012  
**SUBJECT:** Approve Sunesys, LLC Amendment No. 2012-01 to the Wide Area Network License Agreement between Tracy Unified School District and Sunesys, LLC

**BACKGROUND:** Since November 2008, the District has been using Sunesys' high speed digital fiber as the communication (voice, data and video) transport to all District school sites. The initial term of the Agreement was for five years with the option to renew for up to three additional terms of five years each. To exercise such option, the District must provide Sunesys, LLC with written notice to renew this Agreement.

**RATIONALE:** Approving Amendment No. 2012-01 to the Wide Area Network License Agreement between Tracy Unified School District and Sunesys, LLC will provide an upgrade from two (2) 1 Gbps connections to each school site to two (2) 10 Gbps connections to each school site. During this second renewal term of five years, the reoccurring monthly license fee shall be the same as the monthly license fee of the initial term. Utilization of this Agreement will allow the District to provide the most cost effective fiber network services to all school sites. In-addition, each year the District does apply for both Federal E-rate and California Teleconnect Fund (CTF) funding to assist in paying for these fiber network services. This agenda item meets District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

**FUNDING:** There is no additional cost for this change in the Wide Area Network License Agreement.

**RECOMMENDATION:** Approve Sunesys, LLC Amendment No. 2012-01 to the Wide Area Network License Agreement between Tracy Unified School District and Sunesys, LLC

**Prepared by:** Cindy Minter, Director of Information Services and Educational Technology

*District Office Use Only*  
Revisions?  
Approval?

**AMENDMENT No. 2012-01  
TO  
WIDE AREA NETWORK LICENSE AGREEMENT  
BETWEEN  
TRACY UNIFIED SCHOOL DISTRICT AND SUNESYS, LLC**

THIS AMENDMENT NO. 2012-01 ("Amendment") TO WIDE AREA NETWORK LICENSE AGREEMENT is made as of the \_\_\_\_ day of December, 2012, between Tracy Unified School District ("Licensee) and Sunesys, LLC ("Sunesys).

WHEREAS, Sunesys and Licensee have previously entered into that certain Wide Area Network License Agreement dated as of January 29, 2008 (together with any previous amendments, the "Agreement"), wherein Sunesys licensed to Licensee various portions of SUNESYS' Network; and

WHEREAS, Licensee has requested that Sunesys agree to amend the Agreement to (i) extend the term of the Agreement for an additional sixty (60) month, (ii) increase the connection speed between the various sites served by the Wide Area Network to Twenty (20) Gigabits per second ("Gbps"), and (iii) provide the monthly license fee for the renewal term, and Sunesys has agreed to such amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sunesys and Licensee agree as follows:

1. Any capitalized terms not defined herein shall have the meaning as set forth in the Agreement.
2. In the event of any inconsistencies between the terms of this Amendment and the Agreement, the terms of this Amendment shall control and take precedence.
3. Sunesys shall upgrade the existing connection speed between Licensee's hub site and each of Licensee's Facilities to Twenty (20) Gbps. The upgrade shall consist of Two (2) ten (10) Gbps connections to each such site.
4. The Construction Completion Date for the installation of the upgraded connections shall be May 1, 2013.
5. The term of the Agreement shall be extended for an additional term of Sixty (60) months (the "Renewal Term"), commencing on the date next following the expiration of the initial term.
6. During the Renewal Term, the monthly license fee for the Wide Area Network shall be Fifty-Six Thousand Nine Hundred Twenty-One Dollars Sixteen Cents



(\$56,921.16) per month, plus Taxes at the then-applicable rate for such Taxes, payable monthly in advance as provided under the Agreement.

7. The Parties agree that this Amendment constitutes a "Minor Contract Modification" as that term is defined in 47 C.F. R. 54.500 (h), which states that a Minor Contract Modification is a change to a universal service contract that is within scope of the original contract and has no effect or merely negligible effect on price, quantity, quality, or delivery under the original contract.
8. This Amendment shall not be effective until executed by Licensee and accepted by an authorized representative of SUNESYS at its place of business.
9. By execution hereof, the signers hereby signify that each is authorized to execute this Amendment on behalf of and bind their respective party hereto.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be signed by their duly authorized representatives.

**SUNESYS, LLC**

By: \_\_\_\_\_

Name: Alan N. Katz

Title: Senior Vice President

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

**TRACY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name:

Title:

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 26, 2012  
**SUBJECT:** Approve Funding for the Lawrence Livermore National Security (LLNS) Grants Received by Tracy High School Science Department in the Amounts of \$5,000 and \$1,000 Respectively

**BACKGROUND:** Teachers Dean Reese and Erin McKay wrote grant applications to request funding from Lawrence Livermore National Security's LLNS Community Gift Program. Dean Reese received \$5,000 in grant funds to go towards the purchasing of probeware (data sensors) in the Science Department. Erin McKay received \$1,000 in grant funds to go toward the purchasing of Biotechnology consumables.

**RATIONALE:** The Lawrence Livermore National Security Grants provide additional funds for equipment and materials for students. The grant money provided to the Tracy High School Science Department will be used for technology improvements and to assist in purchasing of materials to ensure a quality learning environment. This aligns with 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:** Lawrence Livermore National Security (LLNS) Grants in the Amounts of \$5,000 and \$1,000.

**RECOMMENDATION:** Approve Funding for the Lawrence Livermore National Security (LLNS) Grants Received by Tracy High School Science Department in the Amounts of \$5,000 and \$1,000 Respectively

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 11, 2012  
**SUBJECT:** **Approve Agreement for Special Contract Services with Conscious Teaching, LLC to Facilitate a Conscious Classroom Management Workshop and a Brain Compatible Approaches for Motivating and Engaging Students Workshop at the February 23, 2013 Staff Development Buy Back Day**

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

**RATIONALE:** During the 2012-2013 school year, the District has a target of 90% or more of all students will demonstrate grade level/subject matter proficiency as measured by appropriate State tests. The District is also committed to providing a safe learning environment for students with the objective of reducing the number of suspensions and expulsions. These two areas affect one another. In order for students to achieve, there must be a safe and engaging learning environment for students where teachers promote positive behavior. Newer teachers, through TTIP, have been provided with professional development in classroom management with a greater focus on building a positive classroom atmosphere as opposed to controlling the classroom with consequences and punishments. Veteran teachers have not had such an opportunity to receive this information. Both new and veteran teachers will benefit from the latest research on motivation and engagement, substantiated by how the brain learns, in order to apply such research in the classroom to optimize student learning. This agenda item supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The contract to provide these two workshops is to be paid with TUSD District Categorical Funding from Title II Teacher Quality. This contract will not exceed \$6,200.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Conscious Teaching, LLC to Facilitate a Conscious Classroom Management Workshop and a Brain Compatible Approaches for Motivating and Engaging Students Workshop at the February 23, 2013 Staff Development Buy Back Day

**Prepared by:** Mrs. 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 Rick Smith and Grace Dearborn, Conscious Teaching LLC, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

Facilitate two workshops during the February 23, 2013 Staff Development Buy Back Day: "Conscious Classroom Management" and "Brain Compatible Approaches for Motivating and Engaging Students." Each workshop will run from 8:00 a.m. to 3:30 p.m. with a 15-minute morning break, a 15-minute afternoon break, and an hour for lunch.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 15 (2-7.5) ( ) ☒ HOURS ☐ DAY(s), under the terms of this agreement at the following location TBD

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

- a. District shall pay \$6,000 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$6,000. 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 \$200.00 for the term of this agreement.
- c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on February 23, 2013, and shall terminate on February 24, 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, Janice A. Bussey at (209) 830-3232 ext. 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.

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

December 11, 2012

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

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

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

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

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 28, 2012  
**SUBJECT:** Ratify Agreement for Special Contract Services with Nancy Fetzer for Coaching in Balanced Literacy including Writing for Teachers at Villalovoz and McKinley Elementary Schools for the 2012 – 2013 School Year

**BACKGROUND:** Through program evaluation and the results of District and State assessments, Villalovoz and McKinley Staff have identified the need to work on building a more balanced literacy program. Ms. Fetzer is a quality presenter that uses student language development to develop and improve their reading and writing skills. Ms. Fetzer will model guided reading and writing lessons. Following the lesson, Ms. Fetzer will debrief with each group of teachers. Ratification is necessary due to an oversight in submittal to the Board, prior to the start of the contract.

**RATIONALE:** Villalovoz and McKinley Schools are Title I schools. Both McKinley and Villalovoz have identified the need to develop nonlinguistic representation to promote literacy skills. Nancy Fetzer integrates listening; speaking, reading and writing in all her lessons and imbeds academic vocabulary while teaching the curriculum. Nancy Fetzer has presented at state-wide conferences and is a highly respected writing coach. Nancy Fetzer will provide consulting and coaching services in reading and writing to staff. This training supports District Strategic Goal #6: Develop and support a high performing workforce and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Shared cost of this contract will be funded by Villalovoz Title I and EIA funds in the amount \$7,650 and McKinley Title II and Title I funds in the amount of \$7,650. This contract not to exceed \$15,300.00.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with Nancy Fetzer, for Coaching in Balanced Literacy including Writing for Teachers at Villalovoz and McKinley Elementary Schools for the 2012 – 2013 School Year

**Prepared by:** Lisa Beeso, Principal of Villalovoz 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 Nancy Fetzer 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: Coach Villalovoz and McKinley teachers on Balanced Literacy and Writing on September 17, 2012 – March 1, 2013.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 9 [ ] HOURS [ X ] DAY(s) (circle one), under the terms of this agreement at the following location Villalovoz and McKinley Schools will both receive 9 full days of service, alternating 4 days between school sites.

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

a. District shall pay \$ 15,300.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 15,300.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on September 17, 2012 and shall terminate on March 1, 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, Carla Washington or Lisa Beeso at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)  
\_\_\_\_\_  
Social Security Number (2)/Tax ID #  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address & Phone #  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Account Number to be Charged  
\_\_\_\_\_  
Department/Site Approval  
\_\_\_\_\_  
Budget Approval  
\_\_\_\_\_  
Date Approved by the Board

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

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

REF: G:\cityons\Forms\Contract Services Agreement 7 02.doc



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** December 11, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services and Vendor Agreement with "One Day at a Time" (ODAT) to Provide Additional Services to West High School from January 1 – May 31, 2013.

**BACKGROUND:** One Day at a Time is an intervention program which provides conflict management, gang interventions, and meetings with groups of students, staff workshops on gang awareness and presentations on teen violence. This program, "One Day at a Time" (ODAT) is specifically directed towards supporting Latino students but is open to all West High School students. West High School Site Council approved a \$14,700.00 expenditure for this program for West High students during the 2012–2013 school year, which covered the first semester of this program. Subsequently, the School Site Council has approved an additional \$14,700.00 to extend the program implementation for a full year. In order to continue providing these services for the entire school year, there is a need to seek the Board's approval for the additional services and cost.

**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. Johnny Rodriguez, ODAT Project Manager has met with a large number of students during the first semester. Due to the vast response, he recently began conducting group sessions on Mondays, after school. At each of these sessions, there are 25-50 students present. Because of the overwhelming success of the program, the School Site Council has approved additional funding for the continuum of ODAT's services for the remainder of the 2012–2013 school year. This supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The cost for this program will be funded by the Site EIA account. Funding not to exceed \$14,700.

**RECOMMENDATION:** Approve Agreement for Special Contract Services and Vendor Agreement with "One Day at a Time" (ODAT) to Provide Additional Services to West High School from January 1 – May 31, 2013

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

**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and One Day at a Time (ODAT), 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: Staff workshops, class presentations, weekly group meetings, and individual meetings with students.

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2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 216 hours [X] HOURS [ ] Week, under the terms of this agreement at the following location 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 \$14,700.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$14,700.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$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 January 1, 2013, and shall terminate on May 31, 2013.

5. This agreement may be terminated at any time during the term by either party upon 15 days written notice.

6. Contractor shall contact the District's designee, Troy Brown at (209) 830-3370 ext. 3017 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

01-7090-0-1110-1000-5800-700-6502

\_\_\_\_\_  
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.

## **VENDOR AGREEMENT FOR SERVICES**

THIS AGREEMENT is made between Tracy Unified School District, 1895 West Lowell Avenue, Tracy, CA 95376, hereinafter referred to as the DISTRICT, and the following named VENDOR:

**BUSINESS NAME:** One Day at a Time, a fiscally sponsored project of Community Initiatives

**ADDRESS:** 331 Pine Street

**MAILING ADDRESS:** (if different than above)

**CITY:** Brentwood

**STATE:** CA

**ZIP:** 94513

**PHONE:** 925-240-1359

**FAX:**

**FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER:** 33-1013567

### **1. TERM AND TERMINATION**

This Agreement is effective on 1/1/13 and terminates on 5/31/13 or upon completion of services, whichever occurs first. This Agreement may be terminated by DISTRICT upon fifteen (15) days written notice to VENDOR or by mutual written consent of both parties.

### **2. SUBCONTRACT OR ASSIGNMENT**

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

### **3. INDEPENDENT CONTRACTOR STATUS**

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. VENDOR understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

### **4. TAX REPORTING/PAYMENT**

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. The DISTRICT shall provide VENDOR an annual statement of compensation on the appropriate federal and state forms (1099).

### **5. REGULATIONS**

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations and Board of Education policies in performance of this Agreement.

### **6. FINGERPRINTING AND CRIMINAL RECORDS CHECK**

VENDOR shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the VENDOR and/or its employees. VENDOR shall not permit any employee to have any contact with DISTRICT pupils until such time as VENDOR has verified in writing to the governing board of the DISTRICT that such employee has not been convicted of a felony, as defined in Education Code §45125.1 or DISTRICT has indicated on Page 3 of this Agreement that VENDOR is exempt from compliance.

### **7. GOVERNING LAW**

This Agreement shall be governed under the laws of the State of California.

## **8. MISCELLANEOUS**

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

## **9. INDEMNIFICATION**

VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Education, officers, employees and agents, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, and judgments, including attorneys fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused that may arise for any reason from VENDOR'S performance of this Agreement.

## **10. INSURANCE**

During the term of this agreement, VENDOR shall keep in full force and effect a policy or policies of liability insurance from a California licensed insurer and shall provide DISTRICT with a Certificate of Liability Insurance for liability coverages and limits acceptable to the District. Certificate Holder is Tracy Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming DISTRICT as additional insured.

## **11. DESCRIPTION OF SERVICES (SCOPE OF WORK)**

VENDOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

### **Exhibit A**

The following services will be offered on a weekly basis while on campus or occasionally as needed:

- **School Visits and School Site Related Services**

Services include meetings requested by Site Administrators, additional meetings with students as requested by school site staff or parents, evaluation time and preparation and/or planning for activities.\* (e.g. discipline meetings, crisis mediation, consultations, presentations to staff and student body). There will be an emphasis on the Latino population at West High School. The following are examples of services that may occur during the weekly site visits.

All personnel employed by vendor that do not have fingerprint clearance must be accompanied by a certificated employee at all times when in contact with students.

West High School:	12 hours / week x 18 weeks = 216 hours
<b>Total Hours:</b>	<b>216 hours</b>

### **Conflict Management:**

The program will assist with conflict mediation while on school premises.

### **Gang Intervention:**

The program will assist with gang intervention while on school premises.

### **Staff Workshop on Gang Awareness:**

ODAT will offer gang awareness workshops to teachers and administrators who request such seminars/workshops for their school. Gang materials will be demonstrated and staff will be taught how to identify member or someone affiliated with a gang and the alternatives that can be offered in order to assist youth.

### **Class Presentations on Teen Violence:**

Class presentations on gangs, violence and peer pressure will be conducted on a monthly basis in various classrooms. ODAT's goal is to provide presentations on the consequences of negative life choices.

12. **COMPENSATION**

DISTRICT agrees to pay VENDOR for services rendered upon VENDOR submitting an invoice and completed IRS Form W-9 and after obtaining originator's verification that services have been performed. Payment shall be made as follows:

- ☐ Partial Payments (must be specified): 4 monthly payments of \$3,675 for a total amount not to exceed \$14,700.  
☐ Payment in Full

**TOTAL AMOUNT DUE: \$ 14,700.00**

13. **OWNERSHIP OF DESIGNS AND PLANS**

VENDOR agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services rendered shall be owned by and assigned to DISTRICT as its sole and exclusive property.

14. **COMPLETION**

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof.

The parties have executed this Agreement on the date indicated below.

Vendor Proposal: \_\_\_\_\_  
Johnny Rodriguez, ODAT Project Manager

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

Vendor Approval: \_\_\_\_\_  
Jane Levikow, Vice President, Community Initiatives

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

*Principal or Department Administrator's recommendation for approval of agreement, certification that Vendor is exempt*  
☐ not exempt ☐ from fingerprinting and criminal records check, and submittal of vendor's certificate of insurance  
(Item 10) with this contract.

Signature \_\_\_\_\_

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

DISTRICT Signature: \_\_\_\_\_

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

Date of Board Approval \_\_\_\_\_





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 14, 2012  
**SUBJECT:** Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 13-15, 2012

**BACKGROUND:** The Tracy High Varsity Girls' Basketball Team would like to participate in the Wine Valley Tournament in Napa, CA. Approximately 12 players and 3 coaches will attend this event. They will travel to Napa on December 13 - 15, 2012. The team will travel by District vans, driven by District approved drivers. The team will stay at the Double Tree in American Canyon, CA (Approx. 15 Minutes from Napa). The team will be chaperoned by Coach Solano and assistant coaches throughout the duration of the trip.

**RATIONALE:** Two overnights are required to provide the basketball team ample time to rest and prepare for their game, as well as the possibility of late night games. The Basketball team is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. This is a wonderful opportunity and ties in with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal # 7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Girls' Basketball Program (ASB) will pay the \$350.00 tournament fee for the team and the cost for the hotels rooms. Fundraiser(s) will be available to pay for those students who are unable to fund their own trip.

**RECOMMENDATION:** Approve Overnight Travel for Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 13 -15 2012.

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



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. Jim Franco, Superintendent  
**From:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**Date:** November 30, 2012  
**Subject:** **Approve Agreement for Special Contract Services with Timothy M. Smith as Guest Conductor for the 2013 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance**

**BACKGROUND:** Every year students are selected to perform in the District Honor Band which is conducted by a guest conductor. This year, there are approximately 60 students who will participate in the Honor Band. Three Honor Band rehearsals will be held on January 24, 25, and 26, 2013. The Honor Band will perform in concert on Saturday, January 26, 2013 at the Grand Theatre in Tracy.

**RATIONALE:** It is important to have Professor Timothy M. Smith as a Guest Conductor of this year's Honor Band as he will provide an opportunity for our students to work with an accomplished State University band director who is a highly respected music educator, lecturer, and band conductor in the United States. Professor Smith is the Associate Director of Bands and Lecturer in Music Education at California State University, Sacramento. Prior to his appointment at Sacramento State, he served as Professor of Music at California State University, East Bay, as well as Director of Bands, conducting the University Symphonic Band, Wind Ensemble and Chamber Winds Ensembles and teaching in the areas of Instrumental Music Education, Conducting and Music Literature. In addition to his teaching, Professor Smith is in great demand as a guest conductor, adjudicator and clinician. He has conducted high school and junior high school honor orchestras and bands throughout the western, northwestern and mid-western states. He will provide new perspectives, skills and talents, which allow our students to grow and develop as young musicians. This meets 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:** The cost is a flat rate not to exceed a total of \$865.00. Funding will be provided by the District Visual and Performing Arts program.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Timothy M. Smith as Guest Conductor for the 2013 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance

**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 Tim Smith 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: Tim Smith will organize and conduct three rehearsals and one concert at The Grand Theatre in Tracy, Ca.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Three (3) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: The Grand Theatre, 715 Central Avenue, Tracy, Ca
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$865.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 865.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 24, 2013, and shall terminate on January 26, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3200 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

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

District Visual and Performing Arts (VPA)

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.

Tim Smith will organize and conduct three rehearsals and one concert at the Grand Theatre: 715 Central Ave., Tracy, CA.

Thursday, January 24, 2013	6:45 pm – 9:00 pm	Rehearsal (Grand Theatre)
Friday, January 25, 2013	6:45 pm – 9:00 pm	Rehearsal (Grand Theatre)
Saturday, January 26, 2013	7:45 am – 12:00 pm	Rehearsal (Grand Theatre)
Saturday, January 26, 2013	3:00 pm	Concert (Grand Theatre)

Note:

1. Mr. Smith is welcome to attend or lead the January 19, 2013 honor band rehearsal (7:45 am – 12:00 pm at Williams Middle School). However, his attendance at this activity is not expected or required as part of this Agreement for Special Contract Services.
2. Mr. Smith is invited to conduct three one-hour band clinics, one at Tracy High School and one at West High School, and one at Kimball High School. However, his acceptance of this invitation is not expected or required as part of this Agreement for Special Contract Services.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 29, 2012  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Arenales-Alegria, Brenda

Gandia, Jun Clyde

McIntyre, Samantha

Martocchio, Joseph

## CLASSIFIED

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

School Supervision Assistant (Replacement)  
Hirsch Elementary School  
Range 21, Step C - \$12.81 per hour  
1.5 hours per day  
Funding: General Fund

Food Service Worker (New)  
South/West Park  
Range 22, Step A - \$11.95 per hour  
2 hours per day  
Funding: Child Nutrition-School Program

ISSET Technician Level II (Replacement)  
Information Services and Educational Technology  
Range 56, Step C - \$29.10 per hour  
8 hours per day  
Funding: General Fund

Silva, Eddie R.

Utility Person III (Replacement)  
\*Filled by current TUSD employee  
Transportation/Maintenance  
Range 36, Step C - \$18.15 per hour  
8 hours per day  
Funding: General Fund – 25%; Transportation  
Special Ed – 50%; and Ongoing and Major  
Maintenance - 25%

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 29, 2012  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Balakrishnan, Usharani Para Educator I	MVMS	12/31/12	Pursuing Teaching Credential
Cabral, Erika Para Educator I	WHS	11/23/12	Personal
Fuzi, Farron I.E.P. Para Educator I	KHS	11/30/12	Personal
Silva, Eddie R. Utility Person III	Transportation/ Maintenance	11/07/12	Accepted Utility Person III day position

## BACKGROUND:

## CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Fauver, Kathleen H.S. Attendance Clerk	KHS	12/28/12
Refuerzo, Nicasio Custodian I	Central	01/01/13

**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





# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** November 30, 2011  
**SUBJECT:** Certify 2012-2013 Fiscal Year First Interim Report

**BACKGROUND:** Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education added an additional requirement that the Tracy Unified School District board review the assumptions supporting the multiple year projections. The review associated with these two levels of review will be included with the First Interim Report document.

Labor negotiations have not been completed for the year for any bargaining group. In addition, it should be noted that the district is experiencing declining enrollment of approximately 50 students per year, but anticipates losing an additional 475 students at the beginning of the 2014-15 school year as Mountain House High School begins to absorb 9<sup>th</sup> and 10<sup>th</sup> grade students from Kimball High School.

Based on current assumptions, which include an understanding of the results of passage of Proposition 30 in the recent election, but no anticipation of what Governor Brown may be proposing in his January budget proposal, the First Interim Report confirms a positive review in

which the district will be able to meet current obligations for the current and two subsequent fiscal years.

**FUNDING:** The first interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

**RECOMMENDATION:** Certify 2012-2013 Fiscal Year First Interim Report.

**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 of Business Services  
**DATE:** December 2, 2012  
**SUBJECT:** Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2011/12

**BACKGROUND:** Effective January 1, 1997, SB 1693 amended the Government Code to add additional reporting requirements regarding development fees which are assessed on new development to mitigate the impact of that development on school facilities.

**RATIONALE:** The attached reports reflect the status of Development Fee funds in accordance with SB 1693.

Although it appears that mitigation payments are exempt from the annual reporting requirements of GC 66006(b)(1), since they are special taxes and not a "fee", they are included in the report in order to show a complete picture.

**FUNDING:** Fund 25-9019: Developer Fees; Fund 25-9011: Mitigation; Fund 25-9012: Mountain House Mitigation

**RECOMMENDATION:** Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2011/12

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

**Tracy Joint Unified School District  
Mitigation Fund  
25-9011  
June 30, 2012**

<b>Beginning Balance</b>	<b>\$</b>	<b>2,030,105.37</b>
<b>Revenue</b>		
Fees Collected	<b>\$</b>	<b>282,338.39</b>
Interest Earned/Misc.		<b>7,747.33</b>
		<hr/>
<b>Total Revenue</b>	<b>\$</b>	<b>290,085.72</b>
<b>Expenditures</b>		
Building Improvements		
Relocatables		
<b>Total Expenditures</b>	<b>\$</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>\$</b>	<b><u>2,320,191.09</u></b>

**Tracy Joint Unified School District  
Mountain House Fund  
25-9012  
June 30, 2012**

<b>Beginning Balance</b>	<b>\$</b>	<b>7,938,657.31</b>
<b>Revenue</b>		
Fees Collected	\$	-
<b>Total Revenue</b>	\$	-
<b>Expenditures</b>		
Lammersville USD - Developer Fees	\$	<u>7,938,657.31</u>
<b>Total Expenditures</b>	\$	<b>7,938,657.31</b>
<b>Ending Fund Balance</b>	\$	<u><u>-</u></u>

**Tracy Joint Unified School District  
Developer Fee Fund  
25-9019  
June 30, 2012**

<b>Beginning Balance</b>	<b>\$</b>	<b>119,501.61</b>
<b>Revenue</b>		
Fees Collected	<b>\$</b>	<b>55,489.20</b>
Interest Earned/Misc.		<b>475.67</b>
		<hr/>
<b>Total Revenue</b>	<b>\$</b>	<b>55,964.87</b>
<b>Expenditures</b>		
Building Improvements		
Relocatables		
Rents		<b>22,866.28</b>
<b>Total Expenditures</b>	<b>\$</b>	<b>22,866.28</b>
<b>Ending Fund Balance</b>	<b>\$</b>	<b><u>152,600.20</u></b>

Tracy Unified School District  
Summary of Cash Flow  
Facilities Planning-Developer Fees  
(2012 \$'s)

Sources of Cash	Prior	2011/12	2012/13	2013/14	2014/15+	TOTAL
Interest		\$ 8,807	\$ 10,000	\$ 15,000	\$ 25,000	\$ 58,807
Misc. Revenue		\$ -	\$ -	\$ -	\$ -	\$ -
State Bond Revenue	\$ 36,446,233	\$ -	\$ -	\$ -	\$ 2,450,000	\$ 38,896,233
Unrestricted Facilities Fund		\$ 90,000	\$ -	\$ -	\$ -	\$ 90,000
Mitigation/Developer Fees	\$ 48,458,655	\$ 337,828	\$ 350,000	\$ 1,500,000	\$ 500,000	\$ 51,146,483
Total Sources	\$ 84,904,888	\$ 436,635	\$ 360,000	\$ 1,515,000	\$ 2,975,000	\$ 90,191,523

Uses of Cash	Prior	2011/12	2012/13	2013/14	2014/15+	TOTAL
Capital Project Expd	\$ 84,904,888	\$ 8,002,825	\$ 375,000	\$ 500,000	\$ 2,250,000	\$ 96,032,713
Administration/Misc	\$ -	\$ 22,866	\$ 100,000	\$ 52,000	\$ 55,000	\$ 229,866
Total Uses	\$ 84,904,888	\$ 8,025,691	\$ 475,000	\$ 552,000	\$ 2,305,000	\$ 96,262,579

NET CASH FLOW	\$ (0)	\$ (7,589,056)	\$ (115,000)	\$ 963,000	\$ 670,000	\$ (6,071,057)
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*Beginning Balance	\$ -	\$ 10,286,980	\$ 2,697,924	\$ 2,582,924	\$ 3,545,924	\$ 3,545,924
Ending Balance	\$ 10,286,980	\$ 2,697,924	\$ 2,582,924	\$ 3,545,924	\$ 4,215,924	\$ 4,215,924

State Bond Revenue	Prior	2011/12	2012/13	2013/14	2014/15+	TOTAL
New Construction						
Kimball High School	\$ 36,446,233	\$ -	\$ -	\$ -	\$ 2,450,000	\$ 38,896,233
Total State Bond Revenue	\$ 36,446,233	\$ -	\$ -	\$ -	\$ 2,450,000	\$ 38,896,233

**Tracy Unified School District**  
**Summary of Projected Capital Projects-Developer Fees**  
**(2012 \$'s)**  
**TUSD District Facilities**

PROJECTS	Prior Years	2011/12	2012/13	2013/14	2014/15+	TOTAL
New Construction						
Kimball Classroom Conversion	\$ -	\$ 13,260	\$ 125,000	\$ -	\$ -	\$ 138,260
Housing K-8	\$ -	\$ -		\$ 500,000	\$ 2,250,000	\$ 2,750,000
Kimball High School	\$ 84,904,888	\$ 50,908	\$ 250,000	\$ -		\$ 85,205,796
Mountain House HS (Lammersville)	\$ -	\$ 7,938,657	\$ -	\$ -	\$ -	\$ 7,938,657
<b>TOTAL NEW CONSTRUCTION</b>	<b>\$ 84,904,888.23</b>	<b>\$ 8,002,824.90</b>	<b>\$ 375,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 2,250,000.00</b>	<b>\$ 96,032,713.13</b>
Administration	\$ -	\$ -	\$ 75,000	\$ 25,000	\$ 25,000	\$ 125,000
Misc./Interim Housing	\$ -	\$ 22,866	\$ 25,000	\$ 27,000	\$ 30,000	\$ 104,866
<b>TOTAL MISC/ADMINISTRATION</b>	<b>\$ -</b>	<b>\$ 22,866.28</b>	<b>\$ 100,000.00</b>	<b>\$ 52,000.00</b>	<b>\$ 55,000.00</b>	<b>\$ 229,866.28</b>
<b>TOTAL PROJECTS</b>	<b>\$ 84,904,888</b>	<b>\$ 8,025,691</b>	<b>\$ 475,000</b>	<b>\$ 552,000</b>	<b>\$ 2,305,000</b>	<b>\$ 96,262,579</b>



Tracy Unified School District  
Summary of Cash Flow-Measure E  
Facilities Planning  
(2012 \$'s)

Sources of Cash	Prior	2011/12	2012/13	2013/14	2014/15+	TOTAL
Interest	\$ 2,409,720	\$ 36,718	\$ 15,000	\$ 10,000	\$ -	\$ 2,471,438
Redevelopment	\$ 883,147	\$ -	\$ -	\$ -	\$ -	\$ 883,147
State Bond Proceeds	\$ 29,615,680	\$ 8,495,650		\$ 514,087	\$ -	\$ 38,625,417
Local Bond Proceeds	\$ 51,000,000	\$ -	\$ -	\$ -	\$ -	\$ 51,000,000
Misc. Revenue	\$ 1,746,960	\$ 21.75	\$ -	\$ -	\$ -	\$ 1,746,982
Unrestricted Facilities Fund	\$ 679,759	\$ -	\$ -	\$ -	\$ -	\$ 679,759
Total Sources	\$ 86,335,266	\$ 8,532,389	\$ 15,000	\$ 524,087	\$ -	\$ 95,406,743

Uses of Cash

Capital Project Expd	\$ 34,693,001	\$ 2,011,264	\$ 225,000	\$ -	\$ -	\$ 36,929,265
Modernization Expd	\$ 38,195,189	\$ 1,220,233	\$ 13,538,300	\$ 1,871,200	\$ 1,446,670	\$ 56,271,591
Administration/Contingency	\$ 172,111	\$ 8,775	\$ 15,000	\$ 25,000	\$ 1,985,000	\$ 2,205,886
Total Uses	\$ 73,060,301	\$ 3,240,272	\$ 13,778,300	\$ 1,896,200	\$ 3,431,670	\$ 95,406,743

NET CASH FLOW	\$ 13,274,965	\$ 5,292,118	\$ (13,763,300)	\$ (1,372,113)	\$ (3,431,670)	\$ (0)
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*Beginning Balance	\$ -	\$ 13,274,965	\$ 18,567,083	\$ 4,803,783	\$ 3,431,670	\$ 3,431,670
Ending Balance	\$ 13,274,965	\$ 18,567,083	\$ 4,803,783	\$ 3,431,670	\$ (0)	\$ (0)

State Bond Revenue	Prior	2011/12	2012/13	2013/14	2014/15+	TOTAL
New Construction						
Tracy High School	\$ 11,527,309	\$ -	\$ -	\$ -	\$ -	\$ 11,527,309
West High School Pool	\$ 1,155,318	\$ -	\$ -	\$ -	\$ -	\$ 1,155,318
West High School Theater	\$ 1,551,645	\$ -	\$ -	\$ -	\$ -	\$ 1,551,645
THS Demolition	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Modernizations						
THS Science Building	\$ 4,107,837	\$ -	\$ -	\$ -	\$ -	\$ 4,107,837
THS Cafeteria	\$ 8,582,368	\$ -	\$ -	\$ -	\$ -	\$ 8,582,368
THS Library	\$ -	\$ 8,538,665	\$ -	\$ -	\$ -	\$ 8,538,665
THS CTE Vehicle Maint. F	\$ 869,340	\$ -	\$ -	\$ -	\$ -	\$ 869,340
THS CTE Computer Hdw	\$ 418,304	\$ -	\$ -	\$ -	\$ -	\$ 418,304
THS CTE FEAST	\$ 743,236	\$ -	\$ -	\$ -	\$ -	\$ 743,236
THS CTE Child Developm	\$ 410,323	\$ (43,015)				\$ 367,308
THS CTE Ag Science	\$ -	\$ -	\$ -	\$ -	\$ 514,087	\$ 514,087
Total State Bond Revenue	\$ 29,615,680	\$ 8,495,650	\$ -	\$ -	\$ 514,087	\$ 38,625,417

Local Bond Revenue	TOTAL					
Total Local Bond Revenue	\$ 51,000,000	\$ -	\$ -	\$ -	\$ -	\$ 51,000,000

Tracy Unified School District  
Summary of Projected Capital Projects-Measure E  
(2012 \$'s)  
TUSD District Facilities

PROJECTS	Prior Years	2011/12	2012/13	2013/14	2014/15+	TOTAL
<b>New Construction</b>						
Tracy High School Demo	\$ 574,362	\$ -	\$ -	\$ -	\$ -	\$ 574,362
Tracy High School New Clsrm Bldg	\$ 19,807,084	\$ -	\$ -	\$ -	\$ -	\$ 19,807,084
West High School Stadium	\$ 6,585,319	\$ -	\$ -	\$ -	\$ -	\$ 6,585,319
West High School Pool	\$ 5,444,959	\$ -	\$ -	\$ -	\$ -	\$ 5,444,959
West High School Theater	\$ 2,281,276	\$ 2,011,264	\$ 225,000	\$ -	\$ -	\$ 4,517,540
<b>TOTAL NEW CONSTRUCTION</b>	<b>\$ 34,693,001</b>	<b>\$ 2,011,264</b>	<b>\$ 225,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,929,265</b>
<b>Modernizations</b>						
THS Science Building	\$ 5,767,871	\$ -	\$ -	\$ -	\$ -	\$ 5,767,871
THS Misc Projects (Roofing)	\$ 138,747	\$ 18,169	\$ 132,500	\$ -	\$ -	\$ 289,416
THS Misc Projects (Land Acq)	\$ 975	\$ 300	\$ -	\$ -	\$ -	\$ 1,275
THS Misc Projects (Fire/Intrusion)	\$ 417,154	\$ 234,733	\$ -	\$ -	\$ -	\$ 651,887
THS Misc Projects (Exterior Painting)	\$ 76,874	\$ 28,228	\$ -	\$ -	\$ -	\$ 105,102
THS Misc Projects s Gym/Locker Rm	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ 125,000
THS Misc Projects (Art Classroom)	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
THS HVAC	\$ 1,534,329	\$ -	\$ -	\$ -	\$ -	\$ 1,534,329
THS CTE Computer Hdw/Industrial	\$ 1,377,676	\$ -	\$ -	\$ -	\$ -	\$ 1,377,676
THS CTE Auto Maint. Program Shop	\$ 2,209,989	\$ -	\$ -	\$ -	\$ -	\$ 2,209,989
THS Ag Shop & Weight Rm	\$ 115,030	\$ -	\$ -	\$ -	\$ -	\$ 115,030
THS Architectural Program	\$ 15,590	\$ -	\$ -	\$ -	\$ -	\$ 15,590
THS Library Classroom Building	\$ 12,930,594	\$ 818	\$ -	\$ -	\$ -	\$ 12,931,412
THS Cafeteria/FEAST/Child Dev/Mu	\$ 13,431,429	\$ 20,447	\$ -	\$ -	\$ -	\$ 13,451,876
THS Master Planning	\$ 162,315	\$ -	\$ 5,000	\$ -	\$ -	\$ 167,315
THS Stadium	\$ 16,618	\$ 751,066	\$ 11,000,000	\$ 475,500	\$ -	\$ 12,243,183
THS VGB Pool	\$ -	\$ 139,364	\$ 2,800	\$ -	\$ -	\$ 142,164
THS CTE Ag Shop & ADA	\$ -	\$ 11,799	\$ 1,123,000	\$ 686,200	\$ -	\$ 1,820,999
THS EB Theatre	\$ -	\$ 15,310	\$ 1,000,000	\$ 709,500	\$ -	\$ 1,724,810
Measure E Priority Projects	\$ -	\$ -	\$ -	\$ -	\$ 1,446,670	\$ 1,446,670
<b>TOTAL MODERNIZATION</b>	<b>\$ 38,195,189</b>	<b>\$ 1,220,233</b>	<b>\$ 13,538,300</b>	<b>\$ 1,871,200</b>	<b>\$ 1,446,670</b>	<b>\$ 56,271,591</b>
<b>Administration</b>	<b>\$ 172,111</b>	<b>\$ 8,775</b>	<b>\$ 15,000</b>	<b>\$ 25,000</b>	<b>\$ 150,000</b>	<b>\$ 370,886</b>
<b>Contingency</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,835,000</b>	<b>\$ 1,835,000</b>
<b>TOTAL CONTIGENCY/ADMINISTRATION</b>	<b>\$ 172,111</b>	<b>\$ 8,775</b>	<b>\$ 15,000</b>	<b>\$ 25,000</b>	<b>\$ 1,985,000</b>	<b>\$ 2,205,886</b>
<b>TOTAL BOND PROJECTS</b>	<b>\$ 73,060,301</b>	<b>\$ 3,240,272</b>	<b>\$ 13,778,300</b>	<b>\$ 1,896,200</b>	<b>\$ 3,431,670</b>	<b>\$ 95,406,743</b>

**Tracy Unified School District  
Summary of Cash Flow  
Facilities Planning-Measure S  
(2012 \$'s)**

Sources of Cash	Prior	2011/12	2012/13	2013/14	2014/15+	TOTAL
Interest	\$ 157,872	\$ 60,315	\$ 10,000	\$ 10,000	\$ 25,000	\$ 263,186
Redevelopment	\$ 1,351,664	\$ 441,137	\$ 366,867	\$ 310,000	\$ 310,000	\$ 2,779,668
State Bond Proceeds	\$ -	\$ -	\$ -	\$ 5,341,167	\$ 4,874,238	\$ 10,215,405
Local Bond Proceeds	\$ 37,154,748	\$ 7,658	\$ 388,729	\$ -	\$ 9,100,000	\$ 46,651,135
Misc. Revenue	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 500
Unrestricted Facilities Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Maintenance	\$ 2,566,534	\$ -	\$ -	\$ -	\$ -	\$ 2,566,534
<b>Total Sources</b>	<b>\$ 41,231,318</b>	<b>\$ 509,110</b>	<b>\$ 765,596</b>	<b>\$ 5,661,167</b>	<b>\$ 14,309,238</b>	<b>\$ 62,476,428</b>

**Uses of Cash**

Capital Project Expd	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Modernization Expd	\$ 7,088,011	\$ 18,459,793	\$ 8,602,727	\$ 9,991,309	\$ 27,881,942	\$ 72,023,781
Administration/Contingency	\$ 34,920	\$ 8,575	\$ 19,650	\$ 25,000	\$ 2,200,000	\$ 2,288,145
<b>Total Uses</b>	<b>\$ 7,122,931</b>	<b>\$ 18,468,368</b>	<b>\$ 8,622,377</b>	<b>\$ 10,016,309</b>	<b>\$ 30,081,942</b>	<b>\$ 74,311,926</b>

<b>NET CASH FLOW</b>	<b>\$ 34,108,387</b>	<b>\$ (17,959,258)</b>	<b>\$ (7,856,781)</b>	<b>\$ (4,355,142)</b>	<b>\$ (15,772,704)</b>	<b>\$ (11,835,498)</b>
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*Beginning Balance	\$ -	\$ 34,108,387	\$ 16,149,129	\$ 8,292,348	\$ 3,937,206	\$ 3,937,206
Ending Balance	\$ 34,108,387	\$ 16,149,129	\$ 8,292,348	\$ 3,937,206	\$ (11,835,498)	\$ (11,835,498)

State Bond Revenue	Prior	2011/12	2012/13	2013/14	2014/15+	TOTAL
New Construction						
Central School Modernization		\$ -	\$ -	\$ -	\$ 1,752,975	\$ 1,752,975
McKinley School Modernization		\$ -	\$ -	\$ 1,457,016	\$ -	\$ 1,457,016
Monte Vista School Modernization		\$ -	\$ -	\$ 3,884,151	\$ -	\$ 3,884,151
North School Modernization		\$ -	\$ -	\$ -	\$ 1,217,927	\$ 1,217,927
South West Park School Modernization		\$ -	\$ -	\$ -	\$ 1,903,336	\$ 1,903,336
<b>Total State Bond Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,341,167</b>	<b>\$ 4,874,238</b>	<b>\$ 10,215,405</b>

Local Bond Revenue						TOTAL
1st Issue	\$ 12,000,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000,000
2011A	\$ 16,000,000	\$ -	\$ -	\$ -	\$ -	\$ 16,000,000
2011B	\$ 5,999,637	\$ -	\$ -	\$ -	\$ -	\$ 5,999,637
QSCB	\$ 3,155,110	\$ 7,658	\$ 388,729	\$ -	\$ -	\$ 3,551,498
Future	\$ -	\$ -	\$ -	\$ -	\$ 9,100,000	\$ 9,100,000
<b>Total Local Bond Revenue</b>	<b>\$ 37,154,748</b>	<b>\$ 7,658</b>	<b>\$ 388,729</b>	<b>\$ -</b>	<b>\$ 9,100,000</b>	<b>\$ 46,651,135</b>

Tracy Unified School District  
Summary of Projected Capital Projects-Measure S  
(2012 \$'s)  
TUSD District Facilities

PROJECTS	Prior Years	2011/12	2012/13	2013/14	2014/15+	TOTAL
New Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL NEW CONSTRUCTION</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Modernizations						
7726 Central School Modernization	\$ 72,081	\$ -		\$ 324,805	\$ 9,819,414	\$ 10,216,300
7717 McKinley School Modernization	\$ 1,073,227	\$ 5,081,487	\$ 1,655,935	\$ -	\$ -	\$ 7,810,649
7745 Monte Vista School Modernization	\$ 1,976,894	\$ 9,273,928	\$ 4,182,109	\$ -	\$ -	\$ 15,432,931
7735 North School Modernization	\$ 433,948		\$ 18,036	\$ 7,748,016	\$ -	\$ 8,200,000
7740 South West Park School Modernization	\$ 76,902	\$ -	\$ -	\$ 124,471	\$ 18,062,528	\$ 18,263,901
7712 Technology	\$ 1,962	\$ -	\$ 5,000	\$ 10,000	\$ -	\$ 16,962
7760 VoIP	\$ 60,500	\$ -	\$ -	\$ -	\$ -	\$ 60,500
7761 UPS	\$ 288,256	\$ -	\$ -	\$ -	\$ -	\$ 288,256
7762 Network Equipment	\$ 501,420	\$ 340,322	\$ -	\$ -	\$ -	\$ 841,742
7763 Servers	\$ 514,792	\$ 176,391	\$ 77,175	\$ -	\$ -	\$ 768,358
7764 Clocks/Bells/Speakers	\$ 43,925	\$ 28,737	\$ -	\$ -	\$ -	\$ 72,662
7766 Surveillance	\$ 432,515	\$ 1,734,907	\$ -	\$ -	\$ -	\$ 2,167,421
7767 Racks/Infrastructure	\$ 772,841	\$ 1,286,845	\$ 352,276	\$ -	\$ -	\$ 2,411,962
7765 Technology Security		\$ 373,026	\$ 275,842	\$ -	\$ -	\$ 648,868
7769 Wireless Access	\$ 241,075	\$ -		\$ -	\$ -	\$ 241,075
7768 Polevault Projection Systems	\$ 32,825	\$ 62,429	\$ 41,961	\$ -	\$ -	\$ 137,215
7770 A/C Rooms	\$ 11,674	\$ 101,721	\$ 38,500	\$ -	\$ -	\$ 151,895
Contingency/Soft Costs	\$ -	\$ -	\$ -	\$ 1,293,083	\$ -	\$ 1,293,083
Charter School	\$ 44,107	\$ -	\$ 1,955,893	\$ -	\$ -	\$ 2,000,000
Relocatable Moves	\$ 509,066	\$ -	\$ -	\$ 490,934	\$ -	\$ 1,000,000
<b>TOTAL MODERNIZATION</b>	<b>\$ 7,088,011</b>	<b>\$ 18,459,793</b>	<b>\$ 8,602,727</b>	<b>\$ 9,991,309</b>	<b>\$ 27,881,942</b>	<b>\$ 72,023,781</b>
Administration	\$ 34,920	\$ 8,575	\$ 19,650	\$ 25,000	\$ 200,000	\$ 288,145
Contingency					\$ 2,000,000	\$ 2,000,000
<b>TOTAL CONTIGENCY/ADMINISTRATION</b>	<b>\$ 34,920</b>	<b>\$ 8,575</b>	<b>\$ 19,650</b>	<b>\$ 25,000</b>	<b>\$ 2,200,000</b>	<b>\$ 2,288,145</b>
<b>TOTAL BOND PROJECTS</b>	<b>\$ 7,122,931</b>	<b>\$ 18,468,368</b>	<b>\$ 8,622,377</b>	<b>\$ 10,016,309</b>	<b>\$ 30,081,942</b>	<b>\$ 74,311,926</b>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 28, 2012  
**SUBJECT:** Approve Revisions to BP 5141.33 HEAD LICE (First Reading)

**BACKGROUND:** Board Policy 5141.33 currently states, "If nits or lice were found, the student would be excluded and parents/guardians informed." Current data does not support school exclusion for nits.

**RATIONALE:** By following the evidence-based recommendations of state and national health organizations, the policies and practices of the District will reduce embarrassment for students and anxiety for parents and school staff and will prevent unnecessary absences and the potential negative effects on academic performance.

The management of pediculosis should not disrupt the educational process. Children found with live head lice shall be referred to the parent for treatment and temporarily excluded from school. Upon Board approval, changes will be made in the Parent Handbook, sites will be notified of the new protocol and how to implement the changes made by the new policy. In addition, literature will be provided to the sites in order to communicate the new policy to parents. This agenda item meets District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.

**FUNDING:** No additional funding; Health Services will continue to oversee the designated site personnel, regarding the new protocol.

**RECOMMENDATION:** Approve Revisions to BP 5141.33 HEAD LICE (First Reading)

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

**HEAD LICE**

**The Board of Trustees recognizes that head lice infestations do not pose a health hazard, are not a sign of uncleanliness, and are not responsible for the spread of any disease. The District is committed to maximizing student's academic performance and well-being in a healthy and safe environment.**

Because head lice are not uncommon and spread, the Superintendent or designee shall send information about the treatment and control of head lice to parents/guardians as needed, to prevent the spread of infestations.

**By following the evidence-based recommendations of state and national health organizations, the policies and practices of the District will reduce embarrassment for students and anxiety for parents and school staff and will prevent unnecessary absences and the potential negative effects on academic performance.**

**The management of pediculosis should not disrupt the educational process. Children found with live head lice shall be referred to the parent for treatment and temporarily excluded from school. (Data does not support school exclusion for nits).**

~~School employees shall report all suspected cases of head lice to their school office. The school office staff, under the direction of the nurse, shall examine the student and any siblings of affected students or members of the same household. Staff shall make every effort to maintain the privacy of students identified as having head lice. When lice or untreated nits are found, the student shall be sent home as soon as possible with proper parental notification.~~

~~If nits or lice are found, the student shall be excluded and parents/guardians informed about recommended treatment procedures, ways to check the hair, and sources of further information.~~ **School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The nurse or designee shall examine the student and any siblings of affected students or members of the same household. If live lice are found, the parents of the student will be informed that the student will be excluded from attendance at the end of the school day. Parents/guardians shall be informed about recommended treatment procedures and sources of further information.**

The Governing Board recognizes that responsibility for the treatment of head lice rests with the home. ~~If the student has head lice, all students in the classroom will also be inspected.~~

The principal shall send home the notification required by law for excluded students. The absence shall be treated in the same manner as an excused absence due to a medical problem for a maximum of two days. Excluded students may return to school after they have had treatment and when reexamination by school personnel shows that all lice and nits have been removed.

**Legal Reference:****EDUCATION CODE**

48210-48214 Persons excluded

*Page 2 of 2*

49451 Physical examinations: parent's refusal to consent

(cf. 5141.3 - *Health Examinations*)

(cf. 5141.6 - *Student and Social Services*)

The Superintendent or designee shall send home the notification required by law for excluded students. (Education Code 48213)

(cf. 5112.2 - *Exclusions from Attendance*)

(cf. 5145.6 - *Parental Notifications*)

**Staff shall maintain the privacy of students identified as having head lice and excluded from attendance.**

(cf. 4119.23/4219.23/4319.23 - *Unauthorized Release of Confidential/Privileged Information*)

***Excluded students may return to school after treatment, and shall be reexamined by the school nurse or designee to determine they are louse free prior to admission to class. BP 5141.33***

*Legal Reference:*

**EDUCATION CODE**

48210-48214 *Persons excluded*

49451 *Physical examinations: parent's refusal to consent*

5113.1 *Truancy*

5125 *Student Records*

***Management Resources:***

**AMERICAN ACADEMY OF PEDIATRICS**

***Clinical Report Head Lice: Pediatrics, Official Journal of the American Academy of Pediatrics, July 2010***

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

***Guidance on Head Lice Prevention and Control for School Districts and Child Care Facilities, 2012***

**CALIFORNIA SCHOOL NURSES ORGANIZATION**

***Position Statement: Pediculosis Management, 2011***

**CENTERS FOR DISEASE CONTROL AND PREVENTION**

***Head Lice Information for Schools, 2010***

***Replaces BP/AR 5141.33 (6/09/98))***



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** November 26, 2012  
**SUBJECT:** Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2012/2013 School Year

**BACKGROUND:** Each school site is required to develop a school plan (Single Plan for Student Achievement) which includes an analysis of the prior year's assessment data, evaluates the progress toward meeting the goals for that year, establishes goals for the new school year, and develops a budget to support the successful implementation of the goals. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. Additionally, the principal from each school meets with a review team made up of the Superintendent, Assistant Superintendent of Educational Services and Human Resources, and various Educational Services Directors. The review team discusses the school plan with the site administrator and the plan may be revised to provide for greater clarification or to reflect changes recommended by the review team. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process and it is this final product which is submitted to the Board for approval. The delayed release of the Accountability Progress Report by the California Department of Education resulted in a delay in the timeline for school plan development.

**RATIONALE:** Each school site plan must be aligned to the district strategic plan and the budget is reviewed to ensure that it is compliant with State and Federal regulations. State law requires local Governing Board approval of each site's Single Plan for Student Achievement and the Site Categorical Budget. This report supports 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:** There is no cost to the District.

**RECOMMENDATION:** Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2012/2013 School Year

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