

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, NOVEMBER 13, 2012

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

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

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

3.1 Educational Services:

3.1.1 Finding of Fact #12-13/17, 18, 21, 22, 23, 24

3.1.2 Application for Reinstatement #12-13/14, 15

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.2 Human Resources:

3.2.1 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-170, per Article XXIII

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.2.2 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-171, Pursuant to Article XXIII

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.2.3 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL – 172, Pursuant to Article XXIII

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.2.4 Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-780

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

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

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.2.6 Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. **Adjourn to Open Session** Pg. No.
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**
- 6a** Finding of Fact #12-13/17, 18, 21, 22, 23, 24
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6b** Report Out of Action Taken on Application for Reinstatement #12-13/14, 15
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6c** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-170, per Article XXIII
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-171, Pursuant to Article XXIII
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL – 172, Pursuant to Article XXIII
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6f** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-780
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
7. **Approve Regular Minutes of October 23, 2012.** 1-7
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
- 9.1** North School Update
- 9.2** Recognize and Congratulate the TUSD Food Services Department for Receiving an Award of Recognition from the Healthy San Joaquin Collaborative
10. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a 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.

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- 11. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

11.1 Administrative & Business Services:

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

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11.2 Educational Services:

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

9

- 12. PUBLIC HEARING:** None.

- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion___; Second___; **Vote:** Yes___; No___; Absent___; Abstain___

13.1 Administrative & Business Services:

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

10-12

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

13-14

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

15-16

13.2 Educational Services:

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

17-19

- 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

20-22

- 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 5th & 6th Grade Students at North Elementary School for the 2012 – 2013 School Year

23

- 13.2.4** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2012

24-25

- 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

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	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	29
13.3	Human Resources:	
	13.3.1 Approve Classified, Certificated and/or Management Employment	30-32
	13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	33-34
	13.3.3 Approve the Hiring of AVID College Tutors for the 2012-13 School Year	35-37
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
	14.1.1 Approve Accepting State Categorical Funds and Continued Use of Flexibility Authorized by SBX3 4	38-40
	Action: Motion___; Second___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
	14.1.2 Authorize the Director of Food Services to Seek Bids for West High Multiteria Serving Line Equipment	41-54
	Action: Motion___; Second___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
	14.1.3 Authorize the Associate Superintendent of Business Services to Release a Request for Qualifications for Master Planning Services	55
	Action: Motion___; Second___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
15.	Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.	
16.	Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.	
17.	Board Meeting Calendar:	
	17.1 December 11, 2012	
	17.2 January 8, 2013	
	17.3 January 22, 2013	
	17.4 February 12, 2013	
	17.5 February 26, 2012	
18.	Upcoming Events:	
	18.1 November 19-23, 2012	No School, Thanksgiving Break
	18.2 Dec. 17-Jan. 1, 2013	No School, Winter Break
	18.3 January 21, 2013	No School, MLK Day
	18.4 February 11, 2013	No School, Lincoln's Birthday
	18.5 February 18, 2013	No School, Presidents' Day

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, October 23, 2012**

- 5:30 PM:** President Costa called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn
Absent: Gregg Crandall
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:06 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 #12-13/13, 14, 15, 16
Action: Silva, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
6b Report Out of Action Taken on Application for Reinstatement #12-13/13
Action: Vote: Yes-5; No-0; Absent-2(Vaughn, Crandall)
6c Report Out of Action Taken on Waiver of Expulsion #12-13/#3
Action: Vote: Yes-2; No-4; Absent-1(Crandall)
6d Report Out of Action Taken on PE Exemption – THS#1018983
Action: Vote: Yes-5; No-0; Absent-2(Vaughn, Crandall)
- Employees Present:** C. Minter, J. Cardoza, J. Wilson, B. Carter, M. Simas, J. Anderson, R. Call, C. Woo, P. Hall,
- Press:** D. Rizzo
- Visitors Present:** M. Isom, J. Wesely, B. Pekari
- Minutes:** **Approve Regular Minutes of October 9, 2012.**
Action: Swenson, Vaughn. **Vote:** Yes-5; No-0; Absent1(Crandall)
- Student Rep Reports:** Kimball High: Brianna Pekari reported that October 8th-12th was their first homecoming week. They had a Nicolodeon theme and called it “Kimballodeon”. On Monday they had their powder puff game and the seniors won. Dr. Franco announced the game. Wednesday was the night rally. The floats were presented and the court was announced. On Friday they held their first homecoming game and dance. They lost but it was close. On October 17th they hosted the PSATs which was followed by TUSD College Fair. Colleges came from all over and presented information. Yesterday, parent teacher conferences were held. Kimball High is working with Tracy United to Make a Difference. They are collecting recyclables and adopted the animal rescue as their project. In recognition of anti-bullying month, Kimball is hosting the City of Tracy “No Bully Zone, You Are Not Alone” event. On November 10th they will hold an annual Veterans Day celebration breakfast and they are inviting area veterans for breakfast. Drama class is working on the production of *Grease*. In sports, football is coming along with an impressive win over East Union. Girls’ water polo is in 2nd place. Girls

golf is 2nd in league and volleyball is on pace to be one of the top finishers in the league.

Tracy High: Ivan Diaz was unable to attend tonight.

West High: Natasha Bartolome reported that Dr. Franco attended their first assembly. Students are visiting colleges and looking forward to going to college next year. Homecoming week started this week. Classes are working on their floats. Tonight will be their powder puff football game. On Wednesday, they will hold the night rally and crowning of king and queen. The parade is on Friday which will be held downtown. In sports, the tennis team is in the TCAL playoffs. The boys' soccer team has lost 2 games. The last football game is homecoming against Edison.

Stein High: Justin Chapman-Varela reported that students are working on anti-bully shirts. They will have a flash mob dance for Halloween this year. The Blue Crew Café is serving breakfast on Tuesdays and Thursdays at the DEC. They have started a reading buddy program and are working with horses and other farm animals. Government students are participating in a mock election. Key club has started their annual canned food drive for Tracy Interfaith. In November, they will be holding a 3-hour CAHSEE prep class.

Williams Middle School: Morgan Bucy and Bailey Hoffmann are ASB President and ASB Vice president and reported that spirit week this year was very successful. The rally and dance went very well. This week they are celebrating red ribbon week with a poster contest and informational games during lunch. They are having meetings to make a difference and their project is Noah's Ark. They will be collecting money for abused animals.

Kelly School: Michael Sigua and Isabella Flores presented a power point on their school. Their garden provides food to McHenry House. Students can participate in AVID, Band or the Science Olympiad. English learners in 1st - 6th grade are pulled out for 30 minutes each day. This month is anti-bullying month. There are several events and activities planned such as fact of the day, poster contest, a run and lessons on anti-bullying. The 5th graders participate in the DARE program and Red Ribbon Week will take place on October 29th -November 2nd. They have art docents monthly. Parents help students with art that connects with the curriculum. The spelling bee winners will compete at the county level. Each grade level participates in the recycling program. Science night was held on October 17th. They have many after school programs which include leadership, yearbook, academic pentathlon, math olympiad, sports and the reptile club. Their API score was 858, which was a gain of 31 points. The goal this year is 875.

**Recognition &
Presentations:**

None.

**Hearing of
Delegations**

Jamie Wesely is a parent who commented that she delivered a letter to Ms. Costa and wanted to share her concerns with the board. She is not appeal a suspension. She has not heard back, however received a call from Dr. Franco who has been extremely generous with his time. This matter is not resolved to her satisfaction.

She received a letter today from him, but does not agree with it. She spoke with a person at the state Board of Education. She believes that Education Code 48900.5 says suspension shall only be imposed if other means failed. The person she spoke with in Sacramento suggested appealing with section 49070 which she believes gives her the right to come to the board in closed session. She is not appealing the suspension, but appealing student records. She wanted to let the Board know that she is going to be appealing on that code.

Marion Isom is a resident of Tracy and is trying to get resolution to her complaint that she brought in during July. She started her granddaughter at Stein to get her credits up. She has done very well, but her complaint is that a teacher gave her a “D” grade from her Cyber High class. She feels there was a miscommunication from how that program was presented. She believes it is not justice for the students. She is asking the board to review her complaint and change the grade.

**Information &
Discussion Items:**

11.1 Administrative & Business Services: None.

11.1.1 Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 45

Associate Superintendent of Business Services, Dr. Casey Goodall, commented that there is no action required on this item. The Board reviewed the report.

11.2 Educational Services:

11.2.1 Receive Report on the Accountability Progress Report (APR) for 2011-2012

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison and Director of Curriculum, Accountability and Continuous Improvement, Dr. Carol Anderson-Woo presented a power point. They reviewed components of APR and the AYP, which is the federal accountability system. The targets for 2012 were 78.4% in ELA and 79% in Math for elementary or middle school and 77.8% in ELA and 77.4% in Math for high school. They reviewed the district and school results and the various subgroups and percentages and compared current scores with previous years. They then compared the scores to other districts.

API is the state accountability system. They showed compared scores from 2000 and API comparisons from with other districts. They spoke about Title III and program improvement status. Sites are analyzing data and developing school plans which are due in the next week. Scores were released late this year. School plans will address the needs of English learners, closing the achievement gap and improving math in grades 6-12. School plan presentations will take place in November. Plans for improvement will be to continue to provide professional development, identify resources in adopted curriculum, using ALAS in grades 6-10, extended learning in grades 4 and 5 for long term English Learners, CAP Algebra grant, monthly instructional tours and district

support teams with Ed Services Directors working with PI schools.

11.2.2 Receive District Discipline Review Board Year-End Report for the 2011-2012 School Year

Director of Student Services, Paul Hall, presented a power point which covered the expulsions and suspensions from the previous years and those suspensions that are due to fighting. Most reasons are usually for fighting, drugs and/or weapons. We are no different from any other district, they have the same problems. This year we implemented a fight contract.

11.2.3 Receive Report and Review Comprehensive High/Middle School No Fighting Contract

Director of Student Services, Paul Hall, reported about the new fighting contract which was approved in the handbook. Another district used this and it cut fighting by 50%. So far this year, 23% of our suspensions are from fighting. The year before was 28%. Trustee Swenson is concerned about the 45 days out of extra-curricular activities. He believes it is not fair because it only affects the kids who have activities, therefore, the punishment is harsher. Trustee Silva does not want a cookie cutter approach to every incident. Trustee Vaughn believes it has been discussed and we should move on. Mr. Hall will continue to train administration on fights v. pushing, etc. If anyone would like to attend a handbook meeting, they are welcome to do so. He also reminded everyone that the Anti-bullying Rally will be held on November 3rd at 6:00 p.m.

Public Hearing:

12.1 **None.**

Consent Items:

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

13.1 **Administrative & Business Services:**

13.1.1 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

13.1.2 Approve Assembly, Service, Business and Food Vendors

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

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

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

13.2 **Educational Services:**

13.2.1 Approve Agreement for Special Contract Services with Gallagher de Signs to Paint the Interior Wall of the Administration Building at John C. Kimball High School with the School Name, Academic Reflection

and Kimball PRIDE

- 13.2.2 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2012-2013 School Year
- 13.2.3 Approve Overnight Travel for West High Black Student Union to Attend the 2013 United Black Student Unions of California Annual Convention in Bakersfield, California on April 5 - 7, 2013
- 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

Action Items:

- 14.1 **Administrative & Business Services:**
- 14.1.1 Update on the Measure E “Priority 1” Projects and Approve Moving Forward with DSA Design and Construction Documents

Architect, Kevin Arwood, reviewed the rooms and changes that will be made to the ag science building and theater at Tracy High. The timeline will start the project in January and should finish in August. Director of Facilities, Bonny Carter, reviewed the finances of the project.
Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.2 Approve and Appoint the Selected Applicants for Specified Terms on the Measure S and Measure E Bond Oversight Committees
*Approved list is attached to these minutes.
Action: *As amended. Silva, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.3 Approve Plan for the Tracy High School Baseball Field Project at Monte Vista Middle School
Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.4 Appoint Walter Gouveia, James Vaughn and Jill Costa to the Tracy Unified School District Board of Education for the years 2012 through 2016 Pursuant to California Education Code 5326 and 5328
Action: Swenson, Guzman. Yes-6; No-0; Absent-1(Crandall)
- 14.2 **Educational Services:**
- 14.2.1 Approve Adoption of High School Spanish 5 Advanced Placement Textbooks
Action: Gouveia, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.3 **Human Resources:**
- 14.3.1 Approve Student Teaching Agreement with University of Phoenix
Action: Gouveia, Silva. **Vote:** Yes-6; No-0; Absent-1(Crandall)

Board Reports:

Trustee Gouveia commented to please remember the Proposition 30 and 38 because we need that funding. Trustee Swenson attended the Class of '57 reunion. He appreciates the work of Bonny and Casey in lining up a tour of Tracy High.

He attended the Monte Vista baseball field meeting. The district cannot use any Measure E funds from Tracy High on this issue. The wish list is more than there is money available. He attended the CIF Board of Managers meeting. They talked a lot about girls' soccer. CIF held their Hall of Fame event and inductee 43 athletes including Milo Candini. Trustee Guzman attended the facilities committee meetings. He congratulated Bonny and Anthony for their work at the Monte Vista baseball field. The projects are bidding high so we may postpone part of the project. He attended the City Schools Liaison meeting. There is a \$300,000 grant for various projects such as anti-bullying and Hire Me First. The City is also taking nominations for the name of the Holly Sugar Sports Complex. He congratulated our schools for their scores and thanked Paul Hall for his work on discipline. Trustee Vaughn thanked Bonny and crew. Monte Vista is looking good. Trustee Silva congratulated the facilities department. Trustee Costa reminded everyone of the anti-bullying event on November 3rd @ 6:00 p.m. at Kimball High. She encouraged everyone to go with their children.

**Superintendent
Report:**

Dr. Franco commented that we had great homecoming weeks so far with powder puff games and rallies. Nancy Fetzer is doing excellent work with teachers. Bill Swenson was looking ahead about concussions and we're glad that we added information in the athletes' handbook. Measure E keeps on funding our projects. Thank you to Kevin, Bonny and partners in managing the process. It has turned out better than we ever expected and Measure S is moving forward too.

9:43 p.m.

Clerk	Date
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Bond Oversight Committee Appointments
October 23, 2012

Category	Name MEASURE E	Term	Name MEASURE S	Term
Bona fide Tax Org. Voting Member	Staycee Hall	2 years 2012/13 - 2013/14	Kelly Lewis	2 years 2012/13 - 2013/14
Business Organization Voting Member	Gurjit Srail	2 years 2012/13 - 2013/14	Cheryl Fowler	2 years 2012/13 - 2013/14
Parent or Guardian Voting Member	Christina Frankel	1 year 2012/2013	James Mousalimas	1 year 2012/2013
Senior Citizen Voting Member	Rebecca Frame	2 years 2012/13 - 2013/14	Jon Fine	2 years 2012/13 - 2013/14
Parent Organization Voting Member	Roxane Barnhard	1 year 2012/2013	Victoria Jorgensen	1 year 2012/2013
Business of Agriculture Voting Member	Teri Cunningham	2 years 2012/13 - 2013/14	Diane Gouveia	2 years 2012/13 - 2013/14
At Large Voting Member	Donald Yerian	1 year 2012/2013	Dan Green	1 year 2012/2013
Alternate Non-voting Member	Craig Saalwaechter	1 year renewable	Vacant	1 year renewable
Alternate Non-voting Member	Vacant	1 year renewable	Vacant	1 year renewable
Alternate Non-voting Member	Vacant	1 year renewable	Vacant	1 year renewable
Alternate Non-voting Member	Vacant	1 year renewable	Vacant	1 year renewable



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: November 6, 2012
SUBJECT: Receive Report on the California Budget and Implications to Tracy Unified School District

BACKGROUND: The Board of Trustees approved the district 2012-13 budget in late June, based on the premise that the economic downturn that began five years ago will be resolved by passage of Governor Brown's tax initiative, Proposition 30, which would: increase personal income tax on annual earnings over \$250,000 for seven years; increase sales and use tax by $\frac{1}{4}$ cent for four years; allocate temporary tax revenues 89 percent to K-12 schools and 11 percent to community colleges; bar use of funds for administrative costs, but provide local school governing boards discretion to decide, in open meetings and subject to annual audit, how funds are to be spent; and, guarantee funding for public safety services realigned from state to local governments.

RATIONALE: Proposition 30 was presented to the voters of California on November 7th, the results of which were not available at the time this rationale was developed. However, the results of the election will have significant impact on the operations of the District. Therefore, staff will present the results of the election and what is known of the impact.

FUNDING: This report generates no cost.

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: November 2, 2012
SUBJECT: **Receive Report on Updated Information on the Common Core State Standards in Mathematics**

BACKGROUND: The Common Core State Standards (CCSS) are rigorous, research-based standards for English-language arts and mathematics for grades K-12. These English language arts and mathematics standards represent a set of expectations for student knowledge and skills that high school graduates need to master to succeed in college and careers. The standards are internationally benchmarked to ensure that our students are able to compete with students around the world and are focused, clear, allowing students, parents and teachers to understand what is expected of them.

RATIONALE: During the May 8, 2012 Board Meeting, the TUSD Board of Education received information about the Common Core State Standards in Mathematics. Since that time, there have been changes made to the mathematics standards prescribed for Grade 8. There is now one set of Grade 8 mathematics standards to prepare all students for the advanced study of mathematics in high school. This effort of addressing the CCSS in Mathematics meets District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: None

RECOMMENDATION: Receive Report on Updated Information on the Common Core State Standards in Mathematics

Prepared by: Janice A. Bussey, Director of Staff Development and District Mathematics Specialist



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: November 13, 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

A. Vendor: Simplex Grinnell
Site: District Wide
Item: Contract
Services: Conduct annual inspections of Fire Sprinkler Systems per NFPA 25. Includes a five year inspection when due. While conducting site surveys, 6 additional risers were located resulting in a proposal increase. Original proposal in the amount of \$10,986.96 was board approved August 30, 2012.
Cost: \$12,353.79 annually for a term of five years (increase of \$1,366.83)
Project Funding: General Fund-Environmental Compliance

B. Vendor: Network Environmental Systems, Inc. (NES)
Site: All Sites
Item: Agreement
Services: Develop and provide a Hazardous Waste Management Training program for the TUSD science teachers. Training will satisfy personnel training requirements for hazardous waste generators. Topics include Waste Classifications, Proper Chemical Storage, Universal Waste Management, Safe Handling of Hazardous Materials and Handling Small Spills.
Cost: \$1,000.00
Project Funding: General Fund - Environmental Compliance

C. Vendor: National University
Site: McKinley
Item: Memorandum of Understanding
Services: Release teachers to provide peer coaching professional development as part of the National Professional Development Grant entitled "Project Moving Forward".
Cost: No cost to the district. The Grant will reimburse the district for all sub costs.
Project Funding: NA

D. Vendor: Wilson Architecture
Site: West High School
Item: Agreement
Services: Architectural services for the repairs of the front soffits on twenty two (22) existing relocatable classrooms.
Cost: \$12,450.00 + \$250 Reimbursable
Project Funding: Deferred Maintenance

E. Vendor: RGM & Associates
Site: Monte Vista Middle School – Tracy High School Baseball Fields
Item: Agreement - Ratify
Services: Construction management services for the development and construction of the Tracy High School varsity and junior varsity baseball fields.
Cost: \$50,500.00 Not to Exceed
Project Funding: General Fund – Unrestricted Facilities Funds & General Fund

F. Vendor: To Be Determined
Site: Delta Island Site
Item: Proposal
Services: Environmental consulting services including environmental site assessments and analysis similar to a Phase I & Phase II environmental and/or preliminary endangerment assessment pertain to the Delta Island site.
Cost: To Be Determined
Project Funding: General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 31, 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**

A. Vendor: School Specialties
Site: McKinley Elementary School Modernization
Item: Proposal - Ratify
Services: Contractor to provide floor covering for two restrooms
Cost: \$1,336.00
Project Funding: Measure S Bond Funds and State School Building Fund (SSBF)

B. Vendor: Flinn Scientific Inc.
Site: Monte Vista Middle School Modernization
Item: Quote - Ratify
Services: Purchase two (2) acid storage cabinets for science classroom.
Cost: \$1,067.57
Project Funding: Measure S Bond Funds and SSBF

C. Vendor: Calco Fence Inc.
Site: Monte Vista Middle School Modernization
Item: Proposal - Ratify
Services: Supply and install two (2) galvanized chain link backstops per specifications for softball program.
Cost: \$10,840.00
Project Funding: Measure S Bond Funds and SSBF



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 31, 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**

A. Vendor: River City Testing
Site: Tracy High School Stadium and Improvement Project
Item: Proposal - Ratify
Services: Shop welding inspection of six (6) light poles and pre-stressed concrete inspection for the light pole bases to be installed in the new stadium.
Cost: \$8,800.00
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF) Savings

B. Vendor: Johnson Consulting & Inspection
Site: Tracy High School Stadium and Improvement Project
Item: Proposal - Ratify
Services: In-plant inspection services for the press box elevator being installed at the new stadium.
Cost: \$3,520.00 Estimated
Project Funding: Measure E Bond Funds and SSBF Savings



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 24, 2012
SUBJECT: **Ratify Contract with Valley Community Counseling and Licensed Marriage, Family Therapist for the 2012-2013 School Year**

BACKGROUND: Under the provisions of AB114, school districts must now provide all mental health services necessary for students with disabilities to receive FAPE or benefits from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for special education students to receive a free and appropriate public education as required by AB114. Ratification of this contract is necessary so that services may continue per student IEPs.

RATIONALE: School districts are now required to provide mental health support to children with an IEP. TUSD is utilizing outside sources to provide training to current psychologists, as well as consultation for higher levels of need that TUSD must service under the new AB114 regulations. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Expenses for this contract are billed at \$70.00 per hour. Total contract expenses will not exceed a total of \$20,000 from September 1, 2012 through June 30, 2013. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542.

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

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling, 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: Provision of licensed marriage family therapist(s) to provide mental health services to individual students, groups of students and or parent trainings/therapy as determined by the IEP; consultation to school psychologists regarding mental health needs of students; attendance at IEP meetings; development of mental health related IEP goals and objectives, as well as mental health specific assessments as needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **8 HOURS weekly from September 1, 2012 to June 30th, 2013** under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ ~~\$70.00~~ per **HOURLY**, not to exceed a total of \$ ~~20,000.00~~ Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
 - b. District ☐ **SHALL**; ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS**, ☐ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on **September 1, 2012**, and shall terminate on **June 30, 2013**.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Signature, Tracy Unified School District

Date

Dr. Janet Skulina Director, Special Education
Title

01-6500-0-5750-1180-5800-800-2542

Account Number to be Charged

Budget Approval

Dr. Casey Goodall
Asst. Superintendent of Business Services

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: October 25, 2012
SUBJECT: 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 Staff Development Buy-Back Day on February 23, 2013

BACKGROUND: Over the past several years, the Tracy Unified School District has contracted with the San Joaquin County Office of Education's Multilingual Education Department to provide training for District staff on the Structures and Strategies and Project WRITE programs. These trainings have resulted in improved teacher instruction and student achievement.

RATIONALE: The District is committed to continue to improve teacher quality and instruction to close the achievement gap. The outcome of this training with the SJCOE will result in improving instruction and thus student achievement. The SJCOE Multilingual Education Department will provide a refresher workshop called Structures and Strategies, which focuses on strategies for supporting English learners in the content areas. An additional workshop will be provided on Project WRITE. This session will provide instructional teaching strategies for teaching writing and focusing on writing a summary. Both of these trainings will take place on the District Staff Development Buy-Back Day on Saturday, February 23, 2013. This agenda item 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: Both trainings will be funded by categorical funds through Title II. The total amount paid to the San Joaquin County Office of Education Multilingual Department will not exceed \$2,000.00.

RECOMMENDATION: 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 Staff Development Buy-Back Day on February 23, 2013

Prepared by: Linda Dopp, Director of Alternative Programs

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide two (2) trainers to provide Project Write and Structures and Strategies Trainings to District personnel on the February 23, 2013 District Staff Development Buy-Back Day.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one (1) DAY, under the terms of this agreement at the following location Tracy Unified School District, District Education Center, 1875 W. Lowell Ave., Tracy, CA 95376.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$2,000.00 FLAT RATE, not to exceed a total of \$2,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 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, Linda Dopp at (209) 830-3200 x 1051 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

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

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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: October 23, 2012
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin Office of Education, Teaching Opportunities for Partners in Science (TOPS) to Provide Science Enrichment to 5th & 6th Grade Students at North Elementary School for the 2012 – 2013 School Year

BACKGROUND: In a world where new scientific discoveries are occurring daily, the need to develop and nurture curiosity and understanding of scientific concepts is vital to an America that leads the world in scientific breakthroughs. The TOPS program provides retired experts in the field of science who are dedicated to inspiring students by providing hands on science activities to students in 5th and 6th grade throughout the 2012 – 2013 school year.

RATIONALE: The TOPS program is designed around hands on activities that support grade level standards and the natural curiosity of students. Given that North School has a Latino student body of 76% it is our goal to prepare students for the science pathways provided in high school. The TOPS program will provide 40 hours of instruction for 5th and 6th grade students. This supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Title I: Site Categorical Funds will fund this training. Funding will not exceed \$700.00.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin Office of Education, Teaching Opportunities for Partners in Science (TOPS) to Provide Science Enrichment to 5th & 6th Grade Students at North Elementary School for the 2012 – 2013 School Year

Prepared by: Frederick A. Medina, Principal, North Elementary School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: October 15, 2012
SUBJECT: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2012

BACKGROUND: Pursuant to the Williams Settlement, the Valenzuela Settlement, and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for students who have completed grade 12 but not passed the California High School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the July 15 to October 15, 2012 reporting period.

RATIONALE: The quarterly report for the period of July 15, 2012 through October 15, 2012 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint Process as well as the resolution of each of those complaints. This report supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: No cost

RECOMMENDATION: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2012

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

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

District: Tracy Joint Unified School District

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

Quarterly Report Submission Date: ☐ January 17, 2012
 (check one) ☐ April 16, 2012
☐ July 16, 2012
☒ October 15, 2012

Date for information to be reported publicly at governing board meeting: November 13, 2012

Please check the box that applies:

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

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

Dr. James Franco
 Print Name of District Superintendent

 Signature of District Superintendent

 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 18, 2012
SUBJECT: **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**

BACKGROUND: This request is to revise an Agreement for Special Contract Services with Counseling and More (CAM) which was submitted and approved by the Board on September 25, 2012. Due to the overwhelming response from North School Parents, the CAM program has grown beyond the initial request. Additional parents have requested an opportunity to participate in the CAM program. Consequently, it is necessary to request additional funding to accommodate the number of parents requesting attendance at the CAM training sessions. Through discussions with the North Elementary School English Learner Advisory Committee (ELAC) and School Site Council, the parents have expressed a desire to have a professional parent organization help them develop the skills necessary to help their children be more successful in school.

RATIONALE: North Elementary School is a Title 1 School. Sustained parent involvement is linked to student achievement and staying in school. It is important to provide meaningful opportunities for parents/guardians to be involved in school activities. After researching different parent programs, ELAC and the School Site Council decided to select Counseling and More (CAM). The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children. Every child can learn and deserves the opportunity to attend and complete a college education. Parents and teachers must work together to ensure the educational success of every child. This supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Title I - Site Categorical Funds will finance this training. Training will not to exceed \$13,870.

RECOMMENDATION: 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

Prepared by: Frederick A. Medina, Principal, North Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: **Provide a parent training course for the parents of the children enrolled at North Elementary School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 24 **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location North Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 6,935 **per training of 12 sessions (2 scheduled)** per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 13,870. 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 EACH TRAINING** 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 26, 2012, and shall terminate on May 31, 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, **Frederick A Medina** at **(209) 830-3350** with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

North Site Title I
Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: November 2, 2012
SUBJECT: **Approve Overnight Travel for the West High School Academic Decathlon Team to Attend an Academic Retreat in Angels Camp, CA on November 30 – December 2, 2012**

Background: The West High Academic Decathlon Team has found it beneficial to remove students from their daily activities to prepare for the yearly Academic Decathlon competitions. It takes a team effort to make meaningful progress towards achieving our District goal for students to meet or exceed grade level standards and close the achievement gap. The teachers and support staff work hard to provide the Academic Decathlon students the quality learning experience envisioned in our strategic plan. The coaches are Special Education teachers Bernadete Tavares and Tida Khuon and they will be assisted in supervision of this weekend trip by District employees Maribel Manzo, Carmine Sousa, and Nina Juarez. There are approximately 12 students attending and they will stay at the Worldmark Resort, in Angels Camp, CA on November 30 – December 2, 2012.

Rationale: The West High Academic Decathlon overnight field trip gives students an opportunity to receive rigorous training in all academic subjects, speech preparation and delivery, and public speaking skill development. Students will also have the opportunity to develop their team relationships through team building activities. Having student's get away from their daily environment promotes excitement in the endeavor of rigorous study. This activity aligns with our District Strategic Goal #1: Prepare all students for college and careers.

Funding: There is no cost for room and board for students. The rooms will be donated by Bernadete Tavares through a time share and all food will be donated by the adult chaperones attending the event. Transportation will be provided by the chaperones in their personal vehicles and all District employees driving have provided the appropriate verifications to the West High School site designated personnel.

Recommendation: Approve Overnight Travel for the West High School Academic Decathlon Team to Attend an Academic Retreat in Angels Camp, CA on November 30 – December 2, 2012

Prepared by: Jeff Frase, Principal - West High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services and Human Resources
DATE: November 1, 2012
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

McDaniel, Scott

Sherwood, Ryan

CERTIFICATED

English as a Second Language 50% (Replacement)
Tracy Adult School
Class B, Step 1, Part-Time Salary Schedule
12 hours per week
Funding: Adult School

SDC Preschool (Replacement)
Hirsch Elementary
Class I, Step 1, "A"
\$29,005.86
Funding: Special Education

BACKGROUND:

Arroyo, Susana

Cole, Denise

Diaz (Cuevas), Roxana

CLASSIFIED

School Supervision Assistant (Replacement)
Monte Vista Middle School
Range 21, Step A - \$11.69 per hour
1.5 hours per day
Funding: General Fund

School Supervision Assistant (Replacement)
George Kelly School
Range 21, Step A - \$11.69 per hour
2 hours per day
Funding: General Fund

Para Educator I (Replacement)
Jacobson Elementary School
Range 24, Step C - \$13.73 per hour
3 hours per day
Funding: IASA-Title I 50% and EIA 50%

Farfan, Melissa	IEP Para Educator I (New) Transportation/Bus Rider Range 24, Step A - \$12.51 per hour 7.5 hours per day Funding: Special Education
Gutierrez, Daniel	ISSET Technician Level III (New) ISSET Range 58, Step A - \$27.72 per hour 8 hours per day Funding: General Fund
Laurella, Teresa	IEP Para Educator I (New) George Kelly School Range 24, Step A - \$12.51 per hour 6 hours per day Funding: Special Education
McClelland, Jennifer	K-8 Library Technician (Replacement) Villalovoz Elementary School Range 30, Step A - \$14.37 per hour 20 hours per week Funding: State Lottery
Molina, Elidia	IEP Para Educator I (New) McKinley Elementary School Range 24, Step A - \$12.51 per hour 3.5 hours per day Funding: Special Education
Sousa, Carmine	Para Educator II (Replacement) *Filled by current TUSD employee West High School Range 30, Step D - \$16.53 per hour 6 hours per day Funding: Special Education
Torres, Ma Trinidad	Utility Person III (New) *Filled by current TUSD employee Maintenance/Transportation Range 36, Step D - \$19.04 per hour 8 hours per day Funding: Transportation-Home to School 37.50%; General Fund 37.50% and Ongoing and Major Maintenance 25%

BACKGROUND:

Guzman, Kisha

COACHES

Sophomore Girls Basketball
West High School
Stipend: \$3,896.19

Torres, Martin

Varsity Softball
West High School
Stipend: \$4,868.03

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 1, 2012
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED MANAGEMENT RESIGNATION

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

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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Bussey, Janice Director of Staff Development	DEC	06/28/13
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Sonnenburg, Donna Director of Instructional Media & Curriculum	DEC	06/17/13
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BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Cole, Denise School Supervision Assist.	George Kelly	10/26/12	Personal
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Marques, Sheryl High School Library Tech.	THS/KHS	11/2/12	Complete Student Teaching
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Sousa, Carmine IEP Para Educator I	WHS	10/22/12	Accepted Para Educator II position at WHS
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Torres, Ma Trinidad	Maintenance/		Accepted a Utility Person III
Bus Driver/Cust./Grounds	Transport.	10/19/12	day position

BACKGROUND:

CLASSIFIED RETIRMENT

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

Harjo, Patricia		
Food Service Worker	WMS	01/31/13

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: October 31, 2012
SUBJECT: **Approve the Hiring of AVID College Tutors for the 2012-13 School Year**

BACKGROUND: On September 25, 2012, the Board approved the hiring of ten (10) AVID tutors for the 2012-2013 school year. One of the tutors is unable to fulfill her contract; therefore, an AVID tutor will be hired to replace her. Joseph Hiatt will be hired through an Agreement for Special Contract Services as an AVID College Tutor by Tracy Unified School District for the time period of November 14, 2012 to May 24, 2013. In addition, under this agenda item, future AVID tutors for the 2012-2013 school year will be hired on Agreements for Special Contract Services in the event that the original tutors are unable to fulfill their contracts. The total number of AVID tutors will not exceed ten (10).

RATIONALE: To be certified as an AVID school, each school must meet the AVID Essential Requirement #8: "A sufficient number of tutors must be available in AVID elective classes to facilitate student access to rigorous curriculum. Tutors should be students from colleges and universities, and they must be trained to implement the methodologies used in AVID." Hiring college tutors will meet this essential requirement.

This aligns with the District's 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 funding will come from the AVID District Budget. The AVID tutors will be paid \$10.00 per hour. Each tutor will work the hours scheduled per their individual contract. The total cost will not exceed \$24,300.00 if the tutors work a total of 81 hours per week for 30 weeks. Approximately \$25,000 has been reserved for this purpose in the AVID District Budget.

RECOMMENDATION: Approve the Hiring of AVID College Tutors for the 2012-13 School Year

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

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 Joseph Wiatt, 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:

Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 96 () ☒ HOURS ☐ DAY(s), under the terms of this agreement at the following location AVID schools.

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

- a. District shall pay \$ 10 per ☒ HOUR ☐ DAY ☐ FLAT RATE, not to exceed a total of \$ 960. 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 \$ NA 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 November 14, 2012, and shall terminate on May 24, 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, Terri Sorgent at (209) 830-3360 ext. 2081 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

01-7090-0-1110-1000-2907-800-2767

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: October 26, 2012
SUBJECT: Approve Accepting State Categorical Funds and Continued Use of Flexibility
Authorized by SBX3 4

BACKGROUND: The Enacted 2008/09 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorizes school districts to use funding received from the State for Tier Three programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for seven years from 2008/09 through 2014/15 by Education Code 42605. The Board has approved this flexibility of Tier Three Programs from 2008/09-2011/12.

RATIONALE: Education Code 42605 provides school districts the flexibility to use funds from Tier Three programs to other educational programs as deemed necessary. The State of California requires the Board of Education to approve the flexibility of the categorical funding on a yearly basis.

FUNDING: Not applicable.

RECOMMENDATION: Approve Accepting State Categorical Funds and Continued Use of Flexibility Authorized by SBX3 4.

Prepared by: Reed Call, Director, Financial Services



BOARD BACK-UP TO FLEXIBILITY TRACY UNIFIED SCHOOL DISTRICT

Background Information:

The Enacted 2008/09 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorizes school districts to use funding received from the State for Tier Three programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for seven years from 2008/09 through 2014/15 by Education Code 42605.

Rationale:

The Enacted 2008/09 California State Budget reduces funding to education by \$8.6 billion. Education Code 42605 provides school districts the flexibility to use funds from Tier Three programs to other educational programs as deemed necessary. The State of California requires the Board of Education to approve the flexibility of the categorical funding on a yearly basis.

The Board has held the required Public Hearing to accept the funds and use the flexibility provisions. The following fund transfers are proposed:

PROGRAM NAME	FORMER SACS RESOURCE CODE	AMOUNT OF TRANSFER	PROPOSED USE
Supplemental Hours	0000	\$ 797,370	Salaries and related expenditures
Community Day School	2430	\$ 94,215	Salaries and related expenditures
CalSAFE	6092	\$ 276,791	Salaries and related expenditures
Community Based English Tutoring (CBET)	6285	\$ 108,682	Salaries and related expenditures
School Safety Block Grant	6405	\$ 247,157	Salaries and related expenditures
Art & Music Block Grant	6760	\$ 231,484	Salaries and related expenditures
Counselors, Grades 7-12	7080	\$ 508,307	Salaries and related expenditures
Gifted and Talented Ed. (GATE)	7140	\$ 112,814	Salaries and related expenditures
PAR	7271	\$ 65,599	Professional Development
Morgan Hart 9 th Grade CSR	1200	\$ 39,587	Salaries and related expenditures
Certificated Staff Mentoring	7276	\$ 11,822	Salaries and related expenditures

International Baccalaureate	7286	\$ 20,820	Salaries and related expenditures,
Math & Reading Training	7294	\$ 70,146	Salaries and related expenditures
Math & Reading Professional Develop	7296	\$ 67,138	Salaries and related expenditures, Professional development
Pupil Retention Block Grant	7390	\$ 354,097	Salaries and related expenditures
Teacher Credentialing Block Grant	7392	\$ 231,561	Salaries and related expenditures
Professional Development Block Grant	7393	\$ 455,817	Salaries and related expenditures
School and Library Improvement Block Grant	7395	\$ 708,645	Salaries and related expenditures
Adult Education	0639	\$1,021,178	Salaries and related expenditures, student expenditures related to the Adult Ed. program
CAHSEE Intervention Grant	7055	\$ 155,194	Salaries and related expenditures, salaries and related expenditures at WHS, THS, KHS, and site related expenditures
Instructional Material Realignment	7156	\$ 911,203	Salaries and related expenditures, standards-aligned texts or basic instructional materials
Targeted Instructional Improvement Block Grant	7394	\$ 434,919	Salaries and related expenditures.
Deferred Maintenance	6205	\$ 585,794	Deferred maintenance match –salaries and related expenditures, CDE funding - expenditures related to deferred maintenance
TOTAL		\$7,510,340	



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Valerie McDonald, Director of Food Services
DATE: October 11, 2012
SUBJECT: Authorize the Director of Food Services to Seek Bids for West High Multiteria Serving Line Equipment

BACKGROUND: The Tracy Unified School District Food Services Department plans to purchase new serving line equipment for the West High School cafeteria serving area valued at greater than 81,000 for the 2012-2013 school year; therefore, a bid is required to ensure compliance with the State and Federal purchasing guidelines. A bid opening will be scheduled, and the results of the bid will be presented to the Board for approval.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to seek bids for the West High Multiteria Serving Line Equipment to ensure best value, lowest prices, and that the Bid meets all State and Federal Guidelines.

FUNDING: Funding for purchases is made through the Food Services Department budget, using the 6400 and 6500 accounts, for equipment. No impact to the general fund.

RECOMMENDATION: Authorize the Director of Food Services to Seek Bids for West High Serving Line Equipment.

Prepared by: Valerie McDonald, Director of Food Services

WRITTEN BID
FOR
WEST HIGH MULTITERIA SERVING LINE
EQUIPMENT
TRACY UNIFIED SCHOOL DISTRICT

VALERIE MCDONALD, DIRECTOR OF FOOD SERVICES
FOOD SERVICE OFFICE
1875 W. LOWELL AVENUE
TRACY, CALIFORNIA 95376
TELEPHONE: (209) 830-3255
FAX: (209) 830-3259
Email: vmcdonald@tUSD.net

NOTICE TO CONTRACTORS CALLING FOR BIDS

School District: Tracy Unified School District of San Joaquin County, California
(hereinafter, "DISTRICT")

Bid Deadline: 3:00 o'clock p.m. of the 12th day of December 2012.
(Receipt of Bids)

Location of Bid Receipt and Opening: District Education Center, 1875 W. Lowell,
Tracy, California 95376 (hereinafter "DISTRICT OFFICE") General Conference Room

Project Identification Name: West High Multiteria Serving Line

Place Plans are on file: Food Services Dept., 1875 W. Lowell Ave., Tracy, California
95376 (hereinafter "DISTRICT OFFICE")

NOTICE IS HEREBY GIVEN that the DISTRICT, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed bids for the award of a Contract for the above referenced project. All required documentation complying with Disabled Veteran Business Enterprises must be submitted along with the bid.

Sealed bids will be opened and tabulated by or on behalf of said Owner at its office immediately after the Bid Deadline time stated above.

The DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

By order of the Board of Trustees:

Tracy Unified School District
San Joaquin County, State of CA

Dated: November 14, 2012

Advertise Dates: November 21, 2012 & December 5, 2012

Tracy Unified School District
1875 W. Lowell Ave.

Tracy, CA 95376

SITE	STREET ADDRESS	CITY, STATE, ZIP	TELEPHONE NUMBER
WEST HIGH SCHOOL	1775 W. Lowell Ave.	Tracy, CA 95376	830-3255

NOTICE REQUESTING WRITTEN BIDS FOR FOOD, NON-FOOD & PAPER PRODUCTS

TRACY UNIFIED SCHOOL DISTRICT
FOOD SERVICES DEPARTMENT
1875 W. LOWELL AVENUE
TRACY, CALIFORNIA 95376

NOTICE IS HEREBY GIVEN that written bids are being requested from Food Services, Tracy Unified School District, for West High Multiteria Serving Line. The written bids must be sealed and will be received up to 3:00 p.m. on December 12, 2012.

ALL written bids must be made on bids obtained from the Food Services Office, Tracy Unified School District and signed by the vendor.

WE, the undersigned, have reviewed the General Conditions as outlined in the Written Bid for West High Multiteria Serving Line as specified by Tracy Unified School District Food Services Department.

WE, the undersigned, agree to furnish the product specified at the quoted price and to comply with conditions of this Bid Document.

IT IS UNDERSTOOD that in the event we should fail to provide the products specified at the quoted price, and/or fail to comply with the conditions as stated in the Bid Document, the district reserves the right to cancel any contract.

Original Signature

Name & Title (print)

Date

Vendor Name

Address

Telephone Number/FAX number

Return this original

NOTICE REQUESTING WRITTEN BIDS

NOTICE REQUESTING WRITTEN BIDS
FOR FOOD, NON-FOOD & PAPER PRODUCTS

TRACY UNIFIED SCHOOL DISTRICT
FOOD SERVICES DEPARTMENT
1875 W. LOWELL AVENUE
TRACY, CALIFORNIA 95376

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ALL written bids must be made on bids obtained from the Food Services Office, Tracy Unified School District and signed by the vendor.

WE, the undersigned, have reviewed the General Conditions as outlined in the Written Bid for West High Multiteria Serving Line as specified by Tracy Unified School District Food Services Department.

WE, the undersigned, agree to furnish the product specified at the quoted price and to comply with conditions of this Bid Document.

IT IS UNDERSTOOD that in the event we should fail to provide the products specified at the quoted price, and/or fail to comply with the conditions as stated in the Bid Document, the district reserves the right to cancel any contract.

Original Signature

Name & Title (print)

Date

Vendor Name

Address

Telephone Number/FAX number

Retain this copy

NOTICE REQUESTING WRITTEN BIDS

GENERAL CONDITIONS

1. USE OF FORMS: In order to preserve uniformity and facilitate the award of contracts, no written bids will be considered unless made upon forms furnished by the District. Vendors shall complete this Written Bid Form and return the original copy and retain the duplicate copy.
2. ACCEPTANCE OR REJECTION OF WRITTEN BIDS: The Director of Food Services will accept the written bid of the lowest responsible vendor based on the lowest per unit cost, and based on usage for individual items received. **The lowest vendor must offer products and services meeting the District's specifications and be capable of delivering quality of goods and services as required without minimum quantities.** In the event of equal low written bids, preference shall be accorded to local firms in recognition of greater convenience. The Director of Food Services reserves the right to reject any or all of any written bids, or waive any irregularity or any written bid.
3. WRITTEN BID FORM REQUIREMENTS: The vendor must quote separately on each item unless otherwise requested and shall indicate on the Written Bid Form the unit price for each item listed. The percentage of amount of discount allowed, if any, shall be indicated.

All prices and notations must be typed or written in ink. Written bids shall not be written in pencil. Mistakes may be crossed out and corrections inserted adjacent, but the corrections shall be initialed in ink by the person signing the bid. No corrections can be made after the time for opening written bids.

Bids should be verified before submissions and cannot be withdrawn or corrected after being opened. The School District will not be responsible for errors or omissions on the part of the vendor in making up their written bids.

Statements or communications with a bid which serve to qualify a written bid shall void the written bid as to the items qualified.

4. INSPECTION OF PRODUCTS FURNISHED: All items furnished shall be subject to inspection and rejection by the District for spoilage defects, or non-compliance with the specifications. If a product is rejected at time of delivery, a credit is to be issued for the product.
5. NO CHARGE: No charge for containers, packing, drayage or other purpose will be allowed over and above the prices written in the bid in the proposal, unless otherwise specified.

6. DEFAULT BY VENDOR: The District shall hold the vendor responsible for any damage which may be sustained because of failure or neglect of the vendor to comply with the terms or conditions listed herein with the terms of the contract, the District may upon written notice to the vendor, cancel the contract in its entirety or cancel or rescind on all items affected by such default.
7. INVOICES AND PAYMENTS: The Contractor shall provide invoices in duplicate to the name and address listed below. Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the food, non-food and paper products are received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. The vendor must provide two (2) copies of each delivery invoice. The vendor will inform the district of any special discounts for payment received with a ten (10) day period.
8. SAMPLES: If requested, a clearly marked sample must be furnished, on the quoted product. If not, the quoted product will not be considered. The sample submitted shall be the exact product the vendor proposed to furnish. Samples of items, when requested must be free of expense to the District. Vendor to specific brands as specified.
9. PRICES: Taxes shall not be included on the written bid form. At no time during the contract period, July 1, 2012 through June 30, 2013 shall the prices charged to the District exceed the price quoted on the written bid form for the period of the bid. If pricing changes, the vendor needs to give Food Services a 30-day written notice. Delay due to unforeseen circumstances, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.
10. TAXES: The district shall not be responsible for any taxes with the exception of sales tax or use taxes where applicable. Applicable taxes shall be added by the vendor to the invoices(s), and shall not be included in the bid.
11. ASSIGNMENT OF CONTRACT: The successful vendor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the terms appearing on this bid, which may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of TUSD Governing Board. Notice is hereby given that the District will not honor any assignment made by the vendor unless the consent in writing, as indicated above, has been given.

12. ADDENDA OR BULLETINS: Any addenda or bulletins issues by TUSD during the time soliciting bid or forming a part of the bid loaned to the vendor for the preparation of this bid shall be covered in the bid and shall be made a part of the contract.
13. WITHDRAWAL OF BID PRIOR TO OPENING: Any vendor may withdraw their bid either personally or by a written request, at any time prior to the scheduled time for opening of the bids.
14. TOBACCO-FREE DISTRICT: The TUSD has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property.
15. FINGERPRINTING REQUIREMENTS: Successful bidders shall submit within 90 days of award of contract, a fully executed "Declaration Regarding Employee Fingerprinting and Criminal Background Check". Although Education Code 45125.2(a) (3) provides an option regarding District surveillance, the District does not provide this as an option to the Contractor. California Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Contractor shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by the completing the "Declaration Regarding Employee Fingerprint and Criminal Background Check" Certification form is provided in the Bidding Documents.
16. INSURANCE REQUIREMENTS: Limited Indemnification and Hold Harmless: CONTRACTOR and its agents, officers and employees shall defend, indemnify, and hold harmless TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which TUSD, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of CONTRACTOR in the performance of and in accordance with the terms of the Agreement entered into between CONTRACTOR and TUSD. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

Commercial General Liability Insurance: CONTRACTOR shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by CONTRACTOR. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "All" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between TUSD and CONTRACTOR. All policies shall contain a provision requiring thirty (30) days written notice to be given to TUSD prior to cancellation, modification, or reduction of limits.

Additional Insured Endorsement: TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "TUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."

Primary Insurance Endorsement: In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the TUSD, its elected and appointed officers, agents, employees, contractors and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

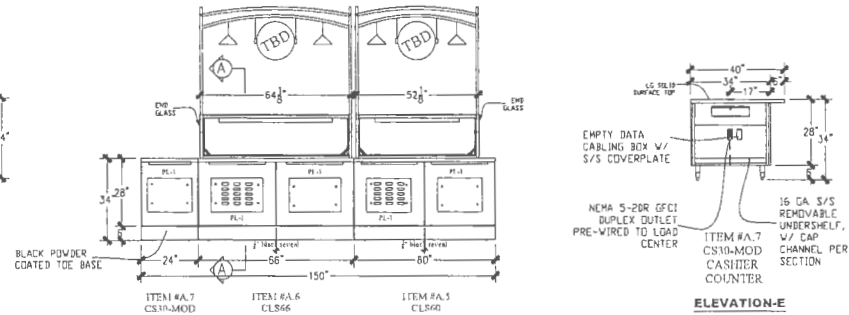
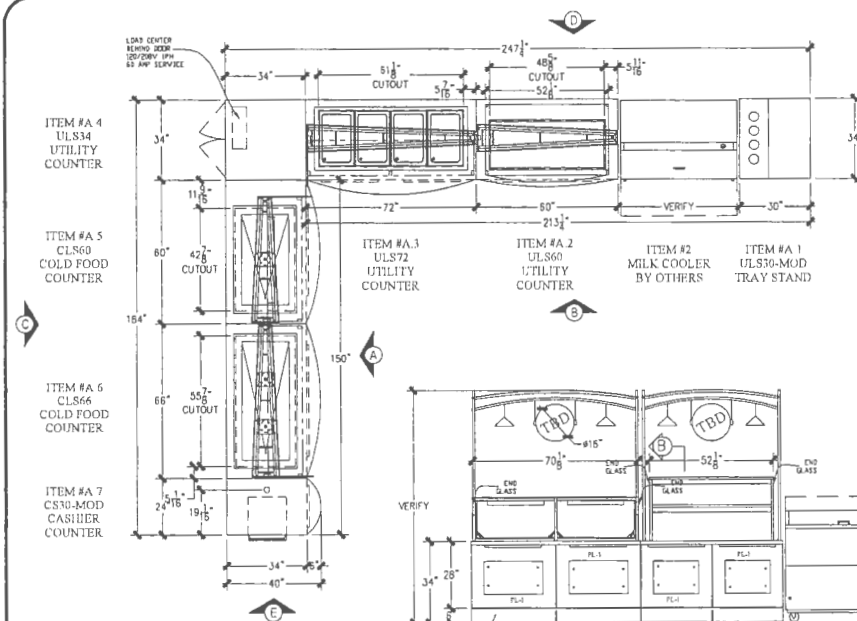
Limitation of Commercial, General Liability and Property Damage Insurance: Total limits shall be no less than one million (\$1,000,000.00) dollars on a per occurrence basis for all coverage's and two (\$2,000,000.00) dollars general aggregate.

Certificate of Insurance: Prior to commencing services pursuant to this Agreement, CONTRACTOR shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of CONTRACTOR'S insurance provider. Such certificate shall include the Endorsements described in this Agreement as attachments.

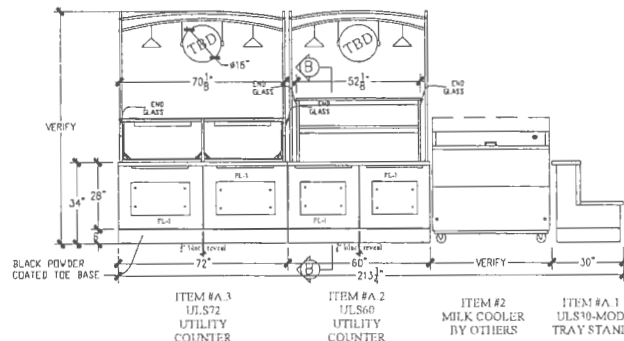
Workers' Compensation: CONTRACTOR shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or two undertake self-insurance in accordance with such provisions before commencing the performance of the Agreement." Prior to

commencing services pursuant to this Agreement, CONTRACTOR shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, or an insurance certificate executed by a duly-authorized agent of CONTRACTOR'S insurance provider. Injury and Illness Prevention: CONTRACTOR shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "CONTRACTOR is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to TUSD upon request.

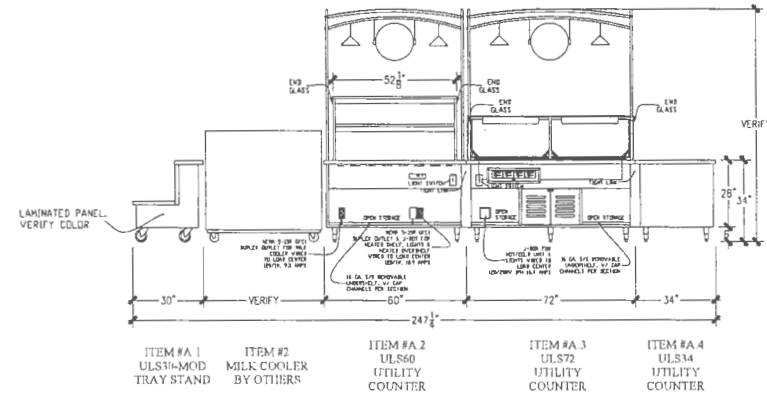
17. CONTINGENCIES AND CHANGES: Bids shall be firm and not made contingent upon events or engineering which will not have occurred until after the bid is awarded.
18. ADDITIONAL ITEMS: During the term of this agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this agreement. The price of such items shall be negotiated between the District and the Vendor and shall be subject to the terms and conditions of this agreement.
19. ENTIRE AGREEMENT: The complete contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this agreement, exists between the parties. This agreement and the contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.



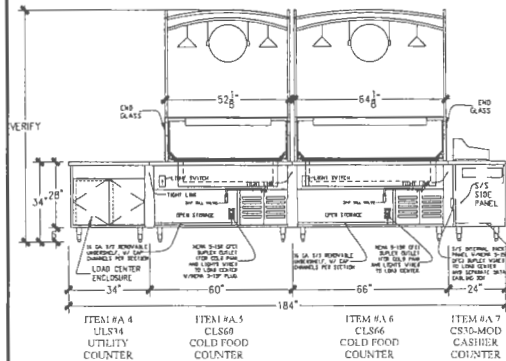
ELEVATION A



ELEVATION B



ELEVATION D



ELEVATION-C

[illegible]

ESSENCE COUNTER STANDARD MATERIALS (NOTE: COUNTERS MAY VARY FROM STANDARDS)	
DESCRIPTION	
SOLID SURFACE EXTENDED TOPS	WORDOPINS AS NOTED
16 GA S/S - ALL REMOVABLE UNDERSHELVES	
CORD AND PLUGS WHERE SHOWN	
1" S/S SO WELDED TUBULAR FRAMEWORK	
1/3" T 3" S/S RECTANGULAR TUBES, ALL FOOD SHELF UPRIGHTS	
1 5/8" S/S LEGS WITH ADJUSTABLE FEET 2 W/FLANGED FEET	
3/8" TEMPERED GLASS - ALL BREATH PROTECTORS	
2 1/2" GROMMET HOLES AS NOTED	
1/4" TURN BALL DRAIN SHUT OFF VALVE	
PLASTIC LAMINATE FRONT PANEL W/3 FORM ACCENT PANEL	
THAT SLIDE PART OF TOP	
DISPLAY LIGHTS AS NOTED	
FOOD SHELVES TO BE BLACK POWDER COATED	

COLOR SELECTIONS THAT NEED TO BE VERIFIED

1. TOP COLOR TO BE: VERIFY (IF OTHER THAN STAINLESS STEEL)
2. PLASTIC LAMINATE COLORS TO BE: VERIFY
3. FOOD SHEILD COLOR TO BE: BLACK POWDER COATED ON 5/8"
4. TOE BARS COLOR TO BE: BLACK POWDER COATED ON 3/8"
5. SIGNAGE SUPER STRUCTURE COLOR TO BE: BLACK POWDER COATED, 5/8" OF ALUMINUM

- ☐ PRELIMINARY DRAWING NOT FOR CONSTRUCTION
☒ SUBMITTAL DRAWING FOR APPROVAL
☐ RESUBMITTAL DRAWING FOR APPROVAL
☐ AS BUILT DRAWING

KEC SIGNATURE _____ DATE _____

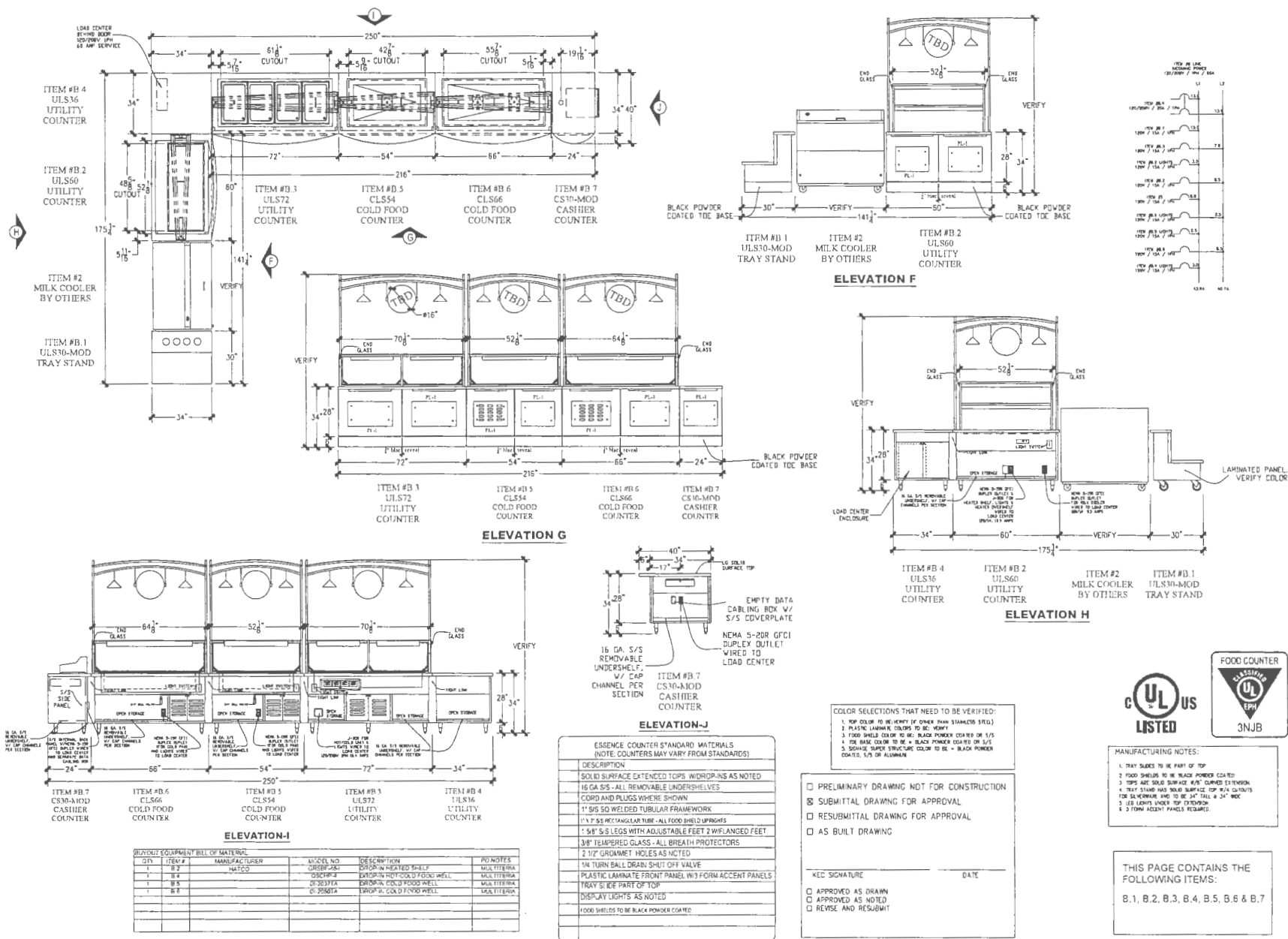
☐ APPROVED AS DRAWN
☐ APPROVED AS NOTED
☐ REVISE AND RESUBMIT



MANUFACTURING NOTES:

1. TRAY SLIDES TO BE PART OF THE
2. FOOD SHELVES TO BE BLACK P
3. TOPS ARE SOLID SURFACE W/3
4. TRAY STAND HAS SOLID SURFAC
- FOR SILVERWARE AND TO BE 34"
5. LED LIGHTS UNDER TOP EXTENDS
6. 3 FORM ACCENT PANELS REQUIRED

THIS PAGE CONTAINS THE
FOLLOWING ITEMS:
A.1, A.2, A.3, A.4, A.5, A.6 & A.7



REVISÉ

X
X
X
X
09/26/12

WEST H.S.
X
TRACY, CA



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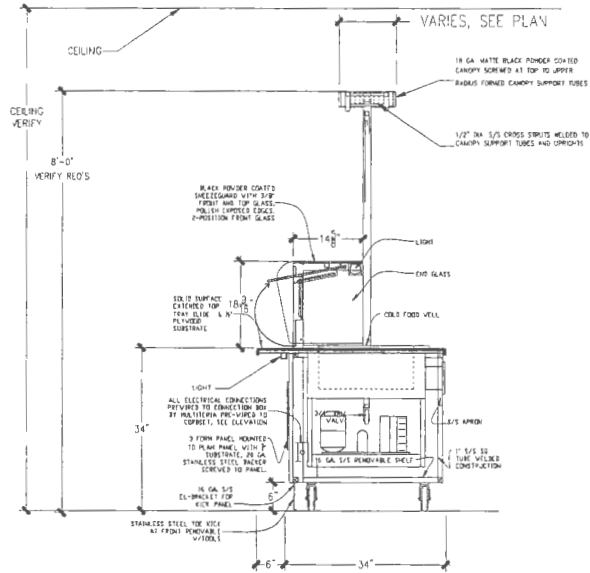
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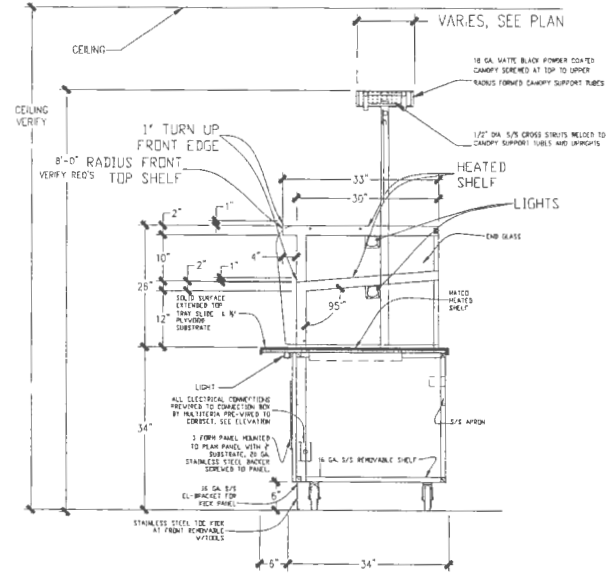
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ITEM #A.6
CLS66
COLD FOOD
COUNTER
SECTION A



ITEM #A.2
ULS60
UTILITY
COUNTER
SECTION B

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A.2 & A.6

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BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: November 5, 2012
SUBJECT: **Authorize the Associate Superintendent of Business Services to Release a Request for Qualifications for Master Planning Services**

BACKGROUND: In 1995 the District hired a master planning firm to complete a district wide assessment of facilities, review the City of Tracy and County of San Joaquin general plans, study school district boundaries, study student generation rates as well as perform a myriad of other tasks in order to prepare a distinct wide master plan for facilities needs and determine the appropriate developer fee and mitigation fee rates. This study was updated in 2001. The community has since passed Measure S and Measure E to address modernization needs at certain schools. The City of Tracy completed an updated general plan in 2012 in the wake of Measure A; and, is now poised to move forward with additional Residential Growth Allotments (RGA) for new developments as well as infill projects.

RATIONALE: The district must be in a position to respond to the changing housing environment; therefore, master planning services are needed to update the master plan. Anticipated needs to complete the updated plan include but are not limited to:

- 1) A developer fee needs analysis
- 2) Analysis of the City of Tracy updated general plan for future development
- 3) Recommendations for:
 - a. The number, location, and timing of future school sites
 - b. A demographic study to update student generation rates (SGR)
 - c. Developer and mitigation fee rates/needs analysis
 - d. A plan to address City of Tracy infrastructure costs
 - e. Options for developer built versus TUSD built schools
 - f. Plans to address alternate methods of instructional delivery
 - g. A facilities assessment to address:
 - i. Attendance boundaries and demographics
 - ii. School configurations
 - iii. Capacities and possible school closures

FUNDING: General Fund – Unrestricted Facilities Funds

RECOMMENDATION: Authorize the Associate Superintendent of Business Services to Release a Request for Qualifications for Master Planning Services

Prepared by: Bonny Carter, Director of Facilities and Planning