

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, May 14, 2013

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

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

A G E N D A

1. Call to Order

Pg. No.

2. Roll Call – Establish Quorum

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

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

3.1 Educational Services

3.1.1 Finding of Fact #12-13/#71, 72, 73, 74, 75, 76, 78,79, 81, 82, 83, 85

3.1.2 PE Exemption – THS #10324973, 10322017

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.1.3 Early Graduation - KHS #10328030, #10328599

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.2 Human Resources

3.2.1 Public Employee Evaluation

Title: Superintendent

3.2.2 Consider Non-Paid Leave Of Absence Request For Classified

Employee #UCL-180, pursuant to Article XXIII

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.2.3 Release Probationary Classified Employee #UCL-181

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.2.4 Approve the Non-Reelection of Probationary Certificated Employee
#UC-785, Pursuant to Education Code Section 44929.21(b)

Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.2.5 Approve Leave of Absence Requests for Certificated Employees #UC-786, #UC-787, #UC-788, #UC-789, #UC-790, #UC-791, #UC-792, #UC-793, #UC-794, #UC-795, #UC-796, #UC-797, #UC-798, #UC-799, #UC-800, #UC-801, #UC-802, #UC-803, #UC-804, #UC-805,

#UC-806, #UC-807, #UC-808, #UC-809, and #UC-810, Pursuant to Article XX

Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

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

Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

3.2.7 Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Finding of Fact #12-13/71, 72, 73, 74, 75, 76, 78,79, 81, 82, 83, 85

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

6b Report Out of Action Taken on PE Exemption – THS #10329973

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

6c Report Out of Action Taken on Early Graduation - KHS #10328030, #10328599

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

6d Report Out of Action Taken on Consider Non-Paid Leave Of Absence Request For Classified Employee #UCL-180, pursuant to Article XXIII

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

6e Report Out of Action Taken on Release Probationary Classified Employee #UCL-181

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

6f Report Out of Action Taken on Approve the Non-Reelection of Probationary Certificated Employee #UC-785, Pursuant to Education Code Section 44929.21(b)

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

6g Report Out of Action Taken on Approve Leave of Absence Requests for Certificated Employees #UC-786, #UC-787, #UC-788, #UC-789, #UC-790, #UC-791, #UC-792, #UC-793, #UC-794, #UC-795, #UC-796, #UC-797, #UC-798, #UC-799, #UC-800, #UC-801, #UC-802, #UC-803, #UC-804, #UC-805, #UC-806, #UC-807, #UC-808, #UC-809, and #UC-810, Pursuant to Article XXb)

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

7. Approve Regular Minutes of April 23, 2013.

1-5

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__.

Approve Special Minutes of May 8, 2013.

5a

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: **Pg. No.**
- 9.1** West High School/IGCG Update
- 9.2** Recognize and Congratulate the Tracy High School Mock Trial Team for Their Successful 2012-2013 Season
- 10. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker's card).
- 11. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
- 11.1 Administrative & Business Services:** None.
- 12. PUBLIC HEARING:** None.
- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. **Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 13.1 Administrative & Business Services**
- | | | |
|---------------|---|--------------|
| 13.1.1 | Approve 2013-2014 Designation of CIF Representatives to League | 6-8 |
| 13.1.2 | Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District | 9-10 |
| 13.1.3 | Approve Assembly, Service, Business and Food Vendors | 11-18 |
| 13.1.4 | Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 19-20 |
| 13.1.5 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 21-22 |
- 13.2 Educational Services**
- | | | |
|---------------|---|--------------|
| 13.2.1 | Approve the District Summer School Programs for 2012-2013 | 23-24 |
| 13.2.2 | Approve Agreement for Special Contract Services with the Pacific Mathematics, Engineering and Science Achievement (MESA) Center to Implement a Program for Under-Represented, Underperforming Students During the 2013/2014 School Year | 25-30 |
| 13.2.3 | Approve Agreements for Special Contract Services with Project GLAD Tier I to Provide Teacher Training for Middle and High School Teachers for the 2012-2013 and the 2013-2014 School Years | 31-39 |
| 13.2.4 | Ratify Agreement for Special Contract Services with Sonja Biggs Educational Services, NPA for the 2012-2013 School Year | 40-42 |

		Pg. No.
	13.2.5 Approve Overnight Travel for the Tracy High School Girls Volleyball Team to Attend the North Valley Volleyball Officials Tournament in Redding, CA on August 23-24, 2013	43
	13.2.6 Approve Agreement for Special Contract Services with Nancy Fetzter's Literacy Connections and Tracy Unified School District (Art Freiler, George Kelly, and Louis Bohn Schools) for the 2013-2014 School Year	44-46
13.3	Human Resources	
	13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	47-48
	13.3.2 Approve Classified, Certificated and/or Management Employment	49-50
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 Resolution No. 12-24 Finding that the Reconstruction / Modernization of North School Qualifies as a Categorical Exemption from California Environmental Quality Act	51-53
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
	14.1.2 Approve Resolution No. 12-25 Providing for the Issuance and Sale of 2013 General Obligation Refunding Bonds of the District to Refund Its: 1) General Obligation Bonds (Election of 2006, Series 2006); and 2) General Obligation Bonds (Election of 2006, Series 2007), and Approving Related Documents and Actions	54-58
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
	14.1.3 Receive Update on Measure S Projects and Approve the Priority of the Remaining Projects and Planning	59
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
	14.1.4 Authorize Release of Request for Qualifications (RFQ) for a Shortlist of Lease-Leaseback Contractors for Upcoming Projects	60
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2	Educational Services:	
	14.2.1 Adopt Revised Board Policy 5144.1, Suspension and Expulsion Process (Second Reading)	61-68
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
	14.2.2 Acknowledge Revised Administrative Regulation 5144.1, Suspension and Expulsion Process. (Second Reading)	69-95
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
	14.2.3 Acknowledge Revised Administrative Regulation 4040, Employee Use of Technology (First Reading)	96-109
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
	14.2.4 Acknowledge Revised Administrative Regulation 6163.4, Student Use of Technology (First Reading)	110-124
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	

- | | | Pg. No. |
|----------------|---|-------------------------------------|
| 14.3 | Human Resources | |
| 14.3.1 | Approve Revised Job Description for Bilingual (Spanish) Preschool Site Supervisor | 125-129 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.2 | Approve Revised Job Description for Secretary to the Director of Instructional Media and Curriculum | 130-132 |
| 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 | May 28, 2013 | |
| 17.2 | June 11, 2013 | |
| 17.3 | June 25, 2013 | |
| 18. | Upcoming Events: | |
| 18.1 | May 27, 2013 | No School, Memorial Day |
| 18.2 | June 1, 2013 | Graduation |
| 18.3 | August 12, 2013 | First Day of School, 2013-14 |

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, April 23, 2013**

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

Roll Call: Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn (Arrived after closed session)
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

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

Closed Session: **6a** Finding of Fact #12-13/61, 67, 68, 69, 70
Action: as amended. Lewis, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Vaughn)

Employees Present: J. Cardoza, C. Minter, C. Domenichelli, B. Sawyer, T. Brown, T. Haim, B. Carter, P. Hall, R. Moehnke, L. Geisenhofer, T. O'Hara, L. Moore, S. Bancroft, J. Anderson,

Press: Tracy Press

Visitors Present: W. Huffman, E. Cardoza, R. Moehnke, R. Alahydoian, R. Haim C. Tomas, T. Castellanos, I. Diaz, N. Bartolome, A. Castro, B. Pekari, L. Borges, P. Silva, J.BondoJ. Neversen, D. Mariani, K. Sordello

Minutes: **Approve Regular Minutes of March 26, 2013.**
Action: Gouveia, Guzman. **Vote:** Yes-6; No-0; Absent-1(Vaughn)

Student Rep Reports: Kimball High: Brianna Pekari reported that Kimball High students are back from spring break and into STAR testing. Mr. Rio created a Holocaust museum and had a speaker present on her experience. Last Saturday was Kimball's prom which was held at Treasure Island. They took 600 students in 11 school buses which were decorated in "Under the Sea" theme. It was a safe and sober prom and a night to remember. This Friday, is their art show. Kimball High is also a drop off site for Tracy United to Make a Difference canned food drive.

Tracy High: Ivan Diaz commented that the leadership class hosted its third annual special ed luau. Students from the county enjoyed the afternoon in the gym. The dance was a memorable experience. At the end of the year, tensions rise as students struggle to finish the year on a good note. School life is wrapping up and leadership is starting elections for the new year. The 4th quarter is countdown to graduation. This past week class officers put on the senior breakfast. The theme was "Breakfast of Champions". The event turned out great and they are ready for the prom at Sunol Country Club this weekend. Four hundred students have purchased bids and will be attending.

West High: Natasha Bartolome 4th qtr half way finished. Wolf pack competed in CSTs and AP exams will be coming up. Softball in good standing with win against Stagg. April 13 was a night to remember as whs held prom in san ramon. Mr. Brown – best prom he’s been to. Friday will be food fair during both lunches. Will have a spring rally recognizing spring athletics and clubs. Magic mountain sr. trip on may 18 and beach day on the 24th. Looking forward to graduation.

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

Recognition & Presentations:

9.1 Recognize and Congratulate the West High School Robotics Team for their 2012-13 Accomplishments

West High Robotics advisor, Randy Moehnke, presented a power point and brought some of his students. The students in the robotics club work on this after school 4-6 hours per week. There are currently 34 students and 6 robots. They attend tournaments and also participated in an online competition to create a video that promotes robotics. They have just returned from the world championships. There were 10 qualifying rounds where they won 8 and ranked 9th out of 84 teams. Four of his students spoke about their experience and demonstrated the robots. They showed a video clip from the competition. Certificates were presented to the team and Mr. Moehnke.

9.2 Kimball High School Update

Principal, Dr. Cheryl Domenichelli, presented a power point on the EL program. They currently have 139 students who are limited English proficient, consisting of Asian, Filipino, Punjabi, Spanish and other languages. There are only 11 that are in ELD class and 17 in the ALAS class. They test and place students prior to the start of school each year. They are sending teachers to AVID training, implementing project based learning and providing summer opportunities to create new lessons.

9.3 Recognize the Outstanding Employees of the Spring Term for the 2012-13 School Year

The following employees were recognized: Louise Geisenhofer, 9-12 classified, Tracy High; Tom Haim, 9-12 certificated, West High; Laura Moore, K-5 certificated, Poet; Hansa Trisri (unable to attend) K-5 classified, food service worker; Andrew Johnson (unable to attend) 6-8 certificated, North; Jessica Cardoza, Confidential Management, Communication Specialist.

Hearing of Delegations

Wes Huffman is currently working on the science Olympiad. Tracy High and Freiler went on to the state competition. He is requested that TUSD allows every teacher that sponsors a science club, robotics, fair, Olympiads, etc., not be given any other duty at the school site, since these things consume a lot of time.

Information & Discussion Items:

11.1 Administrative & Business Services:

11.1.1 Receive Report on the Tracy Unified School District Social Media Implementation Plan

Communication Specialist, Jessica Cardoza, presented a power point which reviewed the social media implementation plan. Social media is the number one activity on the web. Ninety-three percent of marketers use social media for business; ninety percent of consumers trust peer recommendations versus fourteen percent that trust advertisements. A new board policy and administrative regulation were previously approved. Access to social media networks from within the district would be limited to employees responsible for posting. Sites will be monitored daily and prompt corrective action will be taken as needed. The TUSD Facebook and Twitter accounts are in the process of being created. We plan to train staff during May and June and officially launch the accounts July 1st.

11.1.2 Receive Informational Report Regarding Measure E Bond Refunding

Ruth Alahydoian, Vice President of KNN, presented a power point on bond refunding. The district has an opportunity to look at refinancing the bonds we have. We would take new bonds at a lower interest rate and pay off the old bonds. When this is done, there has to show a savings and it cannot extend the repayment beyond the current term. There will be a savings of approximately \$3 million. KNN will be working with the District and Bond Counsel to prepare and authorize the necessary documents over the next two to three months.

Public Hearing: 12.1 **Public Hearing:** None.

Consent Items: **Action:** Item 13.2.3 was pulled. Lewis, Vaughn. **Vote:** Yes-7; No-0.

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

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

13.2 Educational Services:

13.2.1 Authorize the AVID Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Williams Middle School and Monte Vista Middle School for the 2013-14 School Year

13.2.2 Approve Overnight Travel for the Kimball High School (KHS) advanced Drama Class and Cast Members of Jaguar Theatre Productions to attend the Disneyland Resort in Anaheim, CA for

Performing Arts Professional Development from April 26-28, 2013

- 13.2.3 PULLED: Approve Overnight Travel for the Kimball High School (KHS) Junior State of America Club Members and Advisor to Participate in the Spring State Conference in Santa Clara, CA on April 26-28, 2013
- 13.2.4 Approve Overnight Travel for the Tracy High School Track and Field Team Members to Participate in the California Interscholastic Federation Invitational in Los Angeles, CA on April 19-20, 2013
- 13.2.5 Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending April 15, 2013
- 13.2.6 Approve Overnight Travel for the Kimball High School (Kimball High School) Health Occupations Students of America (HOSA) Club Members to Participate in the National Leadership Conference in Nashville, Tennessee on June 25-30, 2013
- 13.2.7 Ratify Overnight Travel for Tracy High School Science Olympiad Team to Attend the NorCal Science Olympiad State Finals in Tulare, CA on April 12 – 13, 2013
- 13.2.8 Ratify Master Contract with Occupational Therapy for Children, NPA for the 2012-2013 School Year

13.3 Human Resources:

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services: None.

- 14.1.1 Approve Change in Funding Source for the Tracy High School Baseball Fields Project at Monte Vista Middle School

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

14.2 Educational Services:

- 14.2.1 Adopt Revised Board Policy 5144.1, Suspension and Expulsion Process (First Reading)

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

- 14.2.2 Acknowledge Revised Administrative Regulation 5144.1, Suspension and Expulsion Process (First Reading)

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

Board Reports:

Trustee Lewis spent a few hours working through facilities issues. Bonny and team does an exceptional job and we are making good decisions. Trustee Costa commented that the charter school committee met and they are working out issues and should be moving forward smoothly. Trustee Gouveia commented that Legacy Fields were dedicated and many youth will be playing sports there. They are also moving forward with renovation of handball courts in south side and restrooms. Stockton Unified Board Member, Sara Cazares, passed away last weekend. He asked for a moment of silence in her memory. Trustee Guzman echoed what Kelly said about facilities. They have a meeting scheduled for Thursday with TLC and will be going over the facility use agreement MOU. He attended the All District Band Concert and it was great. Mr. Meyers is retiring and

he has done a great job. He noted that there have been several awards for our students. Emma Bell at West High won a scholarship for high academics in sports and Ms. Gill from Tracy High was picked out of 2 students in California for a medical scholarship; Tracy High mock trial placed 6th in the state and the West High robotics team has done a great job. Trustee Crandall thanked everyone for the following donations: Kelly School Parent Teacher Organization in the amount of \$850.00 for Brain Pop software; ICS, Inc. to Tracy High in the amount of \$500.00 towards the IDC Scholarship; Garth and Donna Mellick in the amount of \$500.00 to benefit the Tracy High Baseball teams; and Amanda Preston-Nelson in the amount of \$500.00 towards the Tracy High Future Farmers of America Scholarship. Trustee Vaughn's school has started their testing window recently. He reminded students to get a good night sleep, eat breakfast and have a snack so that test scores will continue to increase. Trustee Silva commented that Ted and Kelly adequately covered his meetings. He also added his thanks to Bonny and her staff and thanked Paul Hall for his efforts in the discipline area. Prom at West was last week and it was awesome and well attended.

**Superintendent
Report:**

Dr. Franco commented that Kimball High had 600 people attend prom. This week is Tracy High's prom. It's a great idea to travel by bus together. It makes a big difference. The honor band concert was probably attended by 1000 people and the group did a great job. Tracy Unified has more participants than any other district. This Saturday is the Tracy Hispanic Business Group scholarship night. He also attended the luau at Tracy High where the leadership class invites special ed students from around the county to participate. Alayna Carter and leadership did a great job.

9:14 p.m.

Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Wednesday, May 8, 2013**

6:00 PM: President Silva called the meeting to order and adjourned to closed session.

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

6:33 PM President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: There was no action taken.

Employees Present: J. Anderson

Press: D. Rizzo, Tracy Press

Visitors Present: None.

Hearing of Delegations:	None.
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Action Items:	8.1	Human Resources:
	8.1.1	Consider and Take Action on Resolution No. 12-23 on the Proposed Decision Related to Certificated Layoff Hearings. Administration Recommends that the Board Adopt the Administrative Law Judge's Proposed Decision and Release the Impacted Certificated Employees for the 2013-2014 School Year.
	Action:	Lewis, Crandall. Vote: Yes-7; No-0; Absent-TEA President, John Anderson, commented that he was disappointed in this resolution and he doesn't believe there is a budget decrease to warrant 19 layoffs. He hopes that we can rehire similar to what we did last year.

6:35p.m.

Clerk

Date _____



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: April 25, 2013
SUBJECT: Approve 2013-2014 Designation of CIF Representatives to League

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate ~~action to~~ designate representatives or this information is not given to Section offices with the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

FUNDING: N/A

RECOMMENDATION: Approve 2013-2014 Designation of CIF Representatives to League.

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

2013-2014 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than July 2, 2013.**

TRACY UNIFIED School District/Governing Board at its 5/14/13 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2013-2014 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL West High
NAME OF REPRESENTATIVE TROY BROWN POSITION Interim Principal
ADDRESS 1987 W. Lowell Ave CITY Tracy ZIP 95376
PHONE 209/830-3370 FAX 209/830-3371 E-MAIL troybrown@tusd.net

NAME OF SCHOOL West High
NAME OF REPRESENTATIVE Dereck Sprecksel POSITION Athletic Director
ADDRESS 1987 W. Lowell Ave. CITY Tracy ZIP 95376
PHONE 209/830-3370 FAX 209/830-3371 E-MAIL dsprecksel@tusd.net

NAME OF SCHOOL Tracy High
NAME OF REPRESENTATIVE Jason Noll POSITION Principal
ADDRESS 315 E. 11th Street CITY Tracy ZIP 95376
PHONE 209/830-3360 FAX 209/830-3361 E-MAIL jnoll@tusd.net

NAME OF SCHOOL Tracy High
NAME OF REPRESENTATIVE Gary Henderson POSITION Athletic Director
ADDRESS 315 E. 11th Street CITY Tracy ZIP 95376
PHONE 209/830-3360 FAX 209/830-3361 E-MAIL ghenderson@tusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name James Franco Signature _____

Address 1975 W. Lowell Ave City Tracy Zip 95376

Phone 209/830-3201 Fax 209/830-3204

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

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NAME OF SCHOOL Kimball High
NAME OF REPRESENTATIVE Cheryl Domenichelli
ADDRESS 3200 Jaguar Run
PHONE 209/832-6600 FAX 209/832-6601

POSITION Principal
CITY Tracy ZIP 95377
EMAIL cdomenichelli@tUSD.net

NAME OF SCHOOL Kimball High
NAME OF REPRESENTATIVE Steve Thornton
ADDRESS 3200 Jaguar Run
PHONE 209/832-6600 FAX 209/832-6601

POSITION Athletic Director
CITY Tracy ZIP 95377
EMAIL cth Thornton@tUSD.net



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 14, 2013
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

Kelly Elementary School:

1. Tracy Unified School District/Kelly Elementary School: From the George Kelly Elementary Parent Teacher Organization in the amount of \$1,909.83 (ck. #5445). This donation will be distributed among the site accounts of various teachers to cover materials and supplies from Office Depot.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From A. & M. Pombo Partnership in the amount of \$500.00 (ck. #8593). This donation is for the 2012-2013 Gene Pombo Scholarship.
2. Tracy Unified School District/Tracy High School: From Jeff Williams of Josten's Yearbooks, two HP Compaq Elite 8300 desktop computers with 22" LG LED Monitors and two HP Probook 6570b laptops with a total value of \$3,538.67. This donation will benefit the students and staff of Tracy High School.
3. Tracy Unified School District/Tracy High School: From Collidus Cloud, five Dell desktop computers, seven 17" monitors (4 Dell, 1 GEM, 2 Sony), one 15" IBM monitor, and four Dell Latitude laptops with a combined total value of \$20,000.00. This donation will benefit the students and staff of Tracy High School.
4. Tracy Unified School District/Tracy High School: From Heinz North American in the amount of \$500.00 (ck. #916012). This is a scholarship donation for the Tracy High School Future Farmers of America.
5. Tracy Unified School District/Tracy High School: From Claudia Arnaudo in the amount of \$500.00 (ck. #2412). This is a scholarship donation for the Tracy High School Future Farmers of America.

6. Tracy Unified School District/Tracy High School: From Sunshine Bible Club Inc. for the amount of \$1,500.00 (ck. #14627). This donation will benefit the Tracy High School Dance Troupe.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District.

This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District.

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



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: May 2, 2013
SUBJECT: Approve Assembly, Service, Business and Food Vendors

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

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

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

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Assembly, Service, Business and Food Vendors

PREPARED BY: Cindy Everhart, Facility Use Secretary

Approved Vendor List
2012-2013

Date Board Approved	Vendor Name	Insurance Expires
↓ADDING APPROVED VENDOR↓		
	Summit Solutions Consultation, Facilitator of E15 Motivational speaker, Chris Stevens, 607-9113, chris@summitsolutionsconsulting.com, www.summitsolutionsconsulting.com	4/23/2014
	Buffalo Wild Wings - Food/Catering. Allan Santa Catalina - 916-798-3407, 425@buffalowildwings.com, www.buffalowildwings.com	9/2/2013
	Supreme Soundz Mobile - Loucelito Racpan, (925) 698- 1117, loucel@sbcglobal.net	5/13/2013
<p>SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.</p> <p>FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS UNDER FOOD VENDOR BELOW!</p>		
↓ APPROVED LIST BELOW BY EXPIRATION DATE↓		
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2013
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2013
9/11/12	Camfel Productions- A Multi Media Production. Veronica Loya, 626-960-6922, veronica@camfel.com. www.camfel.com	6/1/2013
2/14/12	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com	6/1/2013

Approved Vendor List
2012-2013

Date Board Approved	Vendor Name	Insurance Expires
2/14/12	PIQE-Parent Institute for Quality Education - Teresa Guerrero, 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2013
11/8/11	Sounds in Motion - DJ & Sound Services. George or Jason 522-5999, soundsinmotion@msn.com, www.soundsinmotiondj.com	6/15/2013
12/14/10	David Greenberg-Author-360-560-7766. fax # 503-842-1290. authilus@teleport.com. www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2013
9/25/2012	SOS Entertainment - Sound, Lighting & Event Production Company. Derek Sage - 661-424-1767, info@sosentertainment.com, www.sosentertainment.com	6/25/2013
4/23/13	SJ Child Abuse Prevention Council, Lindy Turner-Hardin, 464-4524, lturner@nochildabuse.org, www.nochildabuse.org	7/1/2013
3/8/11	Dr. Andrew Troisen, DDS. 833-1240	7/1/2013
4/23/13	Jose Luis Orozco - Bilingual children's author, educator and recording artist. (310) 659-7400, info@jose Luisorozco.com, www.jose Luisorozco.com	7/30/2013
4/12/11	Marquis Entertainment - DJ (209) 951-1982, www.marquisentdjs.com, enmar3@yahoo.com	8/1/2013
2/14/12	CAM Counseling and More - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2013
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2013
2/26/13	Media Fusion Studios, Video Production, Nick Xanttopulos, 957-4021, nick@mediafusionstudios.com, www.mediafusionstudios.com	8/22/2013

Approved Vendor List
2012-2013

Date Board Approved	Vendor Name	Insurance Expires
9/11/12	Audio Tech - DJ Services. David Mendez-609-6012, djdavies81@yahoo.com, Rod Riley-499-2517322-3047, rod Riley 21@yahoo.com	8/24/2013
8/14/12	Elite T-Shirt Printing - Dina 640-1918 or dina@elitetshirtprinting.com	8/24/2013
4/23/13	Steve Southard-Motivational Speaker, leadership trainer, curriculum specialist. 533-4390, stevesouthard1@gmail.com, www.stevesouthard1.com	9/10/2013
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/20/2013
6/12/12	Feet First Eventertainment-DJ Service, Amy Wu 510-601-0600, info@feetfirstevents.com	10/12/2013
8/28/12	One Day At A Time, Inc. - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues- 925-437-3574. www.odatec.org	10/30/2013
3/8/11	Peacemakers - Paul Hall -phall@tUSD.net or Kevin James - kev4jam@sbcglobal.net	11/1/2013
2/12/13	Dataworks-No Parent Left Behind Parent Program. Parents as teachers, motivations and academic performance, home environment and homework assistance. Maria Cuadra - 800-495-1550, maria@dataworks-ed.com or info@dataworks-ed.com	11/25/2013
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2013
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty 54 " and "Secrets".	1/1/2014

Approved Vendor List
2012-2013

Date Board Approved	Vendor Name	Insurance Expires
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www.gicgraphicwear.com, 723-9817	1/9/2014
3/12/13	Entourage Events SF - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook	1/18/2014
5/8/12	International Printing Museum- Mark Barbour. 310-515-7166, mail@printmuseum.org, www.printmuseum.org	1/30/2014
8/25/09	Soul Shoppe - Vicki Abadesco, Phone: 510-338-3231, info@soulshoppe.com, support@soulshoppe.com. www.soulshoppe.com	2/1/2014
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2014
2/26/13	Elite Entertainment Professional DJ Services, Photo Booth, Audio & Visual, Greg Wallace, 952-3548, elitedj@aol.com, www.elitedj4u.com	2/15/2014
4/12/11	LMG Attractions- DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com	3/1/2014
4/23/13	Music Systems, Disc Jockey Services, Omar Rodriguez, 640-1442, omar@music-systems.com, www.music-systems.com	3/27/2014
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2014
4/23/13	Rick Sullivan, Lenard "The Kyd" Jackson teenage comedian. (510) 228-7038, ugotjokes@comcast.net, www.ugotjokes.net	5/1/2014

Approved Vendor List
2012-2013

Date Board Approved	Vendor Name	Insurance Expires
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
5/8/12	Dairy Council of CA Mobile Dairy Classroom, Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1

Approved Vendor List
2012-2013

Date Board Approved	Vendor Name	Insurance Expires
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1
12/13/11	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	NO Charge, Tier 1
<p>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p>		
<p>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.</p>		
<p>OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly.</p>		
↓APPROVED FOOD VENDORS↓		
11/12/13	Menchie's Frozen Yogurt, Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com	6/6/13
10/23/12	Rainbow Italian Ice - Tonya or Jayson Griffith-510-491-5689, italianicegirl2012@yahoo.com or 510-591-6693. www.rainbowitalianice.com.	9/4/2013

Approved Vendor List
2012-2013

Date Board Approved	Vendor Name	Insurance Expires
5/8/12	Oh My Dawgs Inc., Food Catering. Uoxina Aguirre - 836-0093, uoxina@comcast.net. www.ohmydawgs.com	10/12/2013
12/11/12	Freebirds Burrito Restaurant - Ethel Birrell - 835-6000 or 559-392-3251. ebirrell@freebirds.com. Www.freebirds.com	11/21/2013
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com	12/1/2013
9/25/2012	Squeeze Inn Restaurant - Food catering. Dean Davis - 833-7992 or 331-3228. www.tracy.thesqueezeinn.com	1/12/2014
2/26/13	Taqueria Maguey Restaurant- Mexican food catering. Contact Javier - 832-1059. 2242 Grantline Rd. Tracy	2/3/2014



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 1, 2013
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES

A. Vendor: Ann Mahony
Site: Kimball High School
Item: Contract
Services: Court qualified document examiner to conduct handwriting analysis.
Cost: \$1,500.00 Retainer, \$250.00 per hour for time spent beyond the retainer (not to exceed \$5,000.00).
Project Funding: General Fund - Risk Management

B. Vendor: Virginia Mechanical
Site: West High School
Item: Proposal
Services: Furnish soffit material for portable classrooms, P1-P22.
Cost: \$45,800.00
Project Funding: General Fund – Deferred Maintenance/Maintenance

C. Vendor: RGM and Associates
Site: District Wide
Item: Professional Work Service Order, Exhibit E - Ratify
Services: Construction manager shall assist with the planning process on the TUSD Updated Master Plan and the School Facility Needs Analysis; providing capacity worksheets, updated facilities information, updated facility assessments and other necessary documents as required for the Master Planning process. Billing shall be on an hourly basis as needed per the attached hourly billing sheet.
Cost: \$15,000 (Estimated)
Project Funding: General Fund; General Fund – Unrestricted Facilities Funds; Developer Fund; Mitigation Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 1, 2013
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor:	Wallace Kuhl & Associates
Site:	Tracy High School – E.B. Theater
Item:	Proposal - Ratify
Services:	Consultant to provide geotechnical letter with conclusions and recommendations for use by CGS for the E.B. Theater Modernization project.
Cost:	\$650.00
Project Funding:	Measure E Bond Funds

B. Vendor:	Pinasco Mechanical Contractor
Site:	Tracy High School – Agricultural Building
Item:	Proposal
Services:	Contractor to provide fire hydrant flow test on the north east corner of the campus near the Agricultural building.
Cost:	\$1,088.00
Project Funding:	Measure E Bond Funds and State School Building Fund (SSBF) Savings



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: April 30, 2013
SUBJECT: Approve the District Summer School Programs for 2012-2013

BACKGROUND: Despite major budget cuts over the past four years, Tracy Unified School District has provided a limited number of Summer School opportunities which have included mandated Special Education Programs and several Credit Recovery Courses for Tracy Unified students. In an effort to best meet the academic needs of our students and comply with federal mandates, a modified Summer School program for this summer is proposed.

RATIONALE: The District is required to provide an extended year Special Education Program each summer. This mandated program is for eligible students in grade levels Pre-K through young adult. The Special Education Program for Pre-school through 8th grade students will be held at South/West Park Elementary School and the program for Special Education 9th grade through young adult will be held at West High School at the Institute for Global Commerce and Government (IGCG). In addition, the District will provide an opportunity for current 12th grade students, who do not meet graduation requirements by May 2013, to recover credits needed to graduate through the Tracy Adult School and the District Summer School Program. An English 1 Credit Recovery Course, utilizing Cyber High, will also be available for current Freshmen who have failed English 1. These programs will be held at the IGCG and the Adult School.

In addition, two programs will be offered to support English Learners. The District will partner with the San Joaquin County Office of Education's (SJCCE) Migrant Education Program to provide a summer school program for Migrant Education students. Grades 1st through 8th will be offered at South/West Park and grades 9th through 12th, Cyber High (PASS) courses, will be offered at IGCG. These programs will be funded by the SJCCE Migrant Education Department. Brainiac Academy, an intervention program for 4th and 5th grade English Learners, will be held at South/West Park Elementary School. Given the success of previous summer classes held to support students transitioning to Algebra, the City of Tracy will once again fund two to three classes for 7th grade math students. This will be the Summer Algebra Academy.

For children who will be entering Kindergarten in the Fall of 2013, a Kindergarten Bridge Program will be held at Jacobson Elementary School. This program is funded through the Building Literacy Together (First 5) Grant.

The dates for all Summer School programs are as follows:

- Special Education Pre-K through 8th grade: June 11 - July 10, 2013
- Special Education grades 9th through young adult: June 11 - July 17, 2013
- Credit Recovery Program for 9th and 12th grade students: June 11 - July 17, 2013
- Migrant Education Program grades 1st – 8th: June 11 - July 10, 2013
- English Learners Program, grades 4th – 5th: June 11 – July 10, 2013
- Summer Algebra Academy for current 7th grade students: June 17 – July 3, 2013
- Kindergarten Bridge Program for students entering Kindergarten: June 3 – June 13, 2013

High School students who are not eligible to participate in Tracy Unified's summer programs may make up credits for courses failed during the school year by completing approved online courses or attending a State Junior College over the summer. All courses must be preapproved by the site principal and high school counselor. Students may earn a maximum of 30 Credit Recovery units during the summer. Students interested in taking credits for acceleration may elect to enroll in approved online courses or attend a State Junior College over the summer. All courses must be CSU/UC approved and students must be on track to graduate on time. Students may earn up to 20 credits. The cost associated with taking online Credit Recovery or Acceleration courses will be the responsibility of the student, parent or guardian. Students enrolling in these courses must obtain prior written approval from the site principal and counselor.

This agenda item 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: All Special Education classes and the Credit Recovery Summer Program will be funded by District and State designated funds. The Migrant Education Program will be funded by the SJCOE Migrant Education Program. The Summer Algebra Academy will be funded by a grant from the City of Tracy. The English Language Learners Program will be funded from Title III. The Kindergarten Bridge Program will be funded by First 5. The costs associated with Credit Recovery and Acceleration courses will be the responsibility of the student, parent or guardian.

RECOMMENDATIONS: Approve the District Summer School Programs for 2012-2013

Prepared by: Linda T. Boragno-Dopp, Director of Alternative Programs



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
FROM: Dr. Cheryl A. Domenichelli, Principal, Kimball High School
DATE: May 1, 2013
SUBJECT: **Approve Agreement for Special Contract Services with the Pacific Mathematics, Engineering and Science Achievement (MESA) Center to Implement a Program for Under-Represented, Underperforming Students During the 2013/2014 School Year**

BACKGROUND: Mathematics, Engineering, Science Achievement (MESA) is nationally recognized for its innovative and effective academic development program. MESA engages thousands of educationally disadvantaged students so they excel in math and science and graduate with math-based degrees. MESA partners with all segments of California higher education as well as K-12 institutions.

RATIONALE: The focus of MESA is to encourage and support low-income, ethnically-diverse students in K-12 schools to strengthen their academic performance in math and science. Providing the MESA Program at John C. Kimball High School will support site efforts to close the achievement gap and provide the means to develop a curricular program that integrates math and science into project based learning. This supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: The funding source is from Title III funding. The total amount paid to MESA will not exceed \$6,000.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Pacific Mathematics, Engineering and Science Achievement (MESA) Center to Implement a Program for Under-Represented, Underperforming Students During the 2013/2014 School Year

Prepared by: Dr. Cheryl A. Domenichelli, Principal, Kimball High School

**SITE AGREEMENT AND IMPLEMENTATION PLAN
FOR TRACY UNIFIED SCHOOL DISTRICT**

This AGREEMENT made and entered into this day of July 1, 2013, at San Joaquin County, State of California, by and between the Pacific MESA Center, hereinafter called CONTRACTOR, and John C. Kimball High School (Tracy, CA) hereinafter called Kimball.

WITNESSETH

WHEREAS, Contractor's MATHEMATICS, ENGINEERING & SCIENCE ACHIEVEMENT (MESA) program has developed a model for helping disadvantaged students enter and successfully complete a mathematics-based program, and this model is called the MESA Model and is administered through the MESA Statewide Office at the University of California Office of the President in Oakland, and WHEREAS, CONTRACTOR AND Kimball, in consideration of the mutual covenants, conditions, and terms hereinafter set forth, agrees as follows:

1. This agreement is subject to available funding.
2. Total contribution for this Agreement shall not exceed \$6,000.00 for the period of July 1, 2013 through June 30, 2014. Of the \$6,000.00 agreed upon, \$2,700.00 (See Section I) will be used to directly support the school sites involved in the MESA program for school site field trips, supplies, and substitute teachers; and \$3,300.00 will be used by the CONTRACTOR for Center administration costs.
3. A payment of \$6,000.00 will be made by Kimball upon receipt of billing from CONTRACTOR .
4. CONTRACTOR and Kimball agree to the terms outlined here.

In witness WHEREOF, this Agreement has been executed, in duplicate, by and on behalf of the parties hereto; the day and year first written above.

University of the Pacific
CONTRACTOR

John C. Kimball High School

By: _____

By: _____
Dr. Casey Goodall
Associate Superintendent, Business Services

Date: _____

Date: _____

Kimball and CONTRACTOR

Memorandum of Understanding

Under this agreement, effective July 1, 2013, the University of the Pacific MESA Center, the CONTRACTOR, agrees to the following:

1. Provide funds (\$200,000.00) through the University of California Statewide MESA Office, along with in-kind support from the School of Engineering and Computer Science (i.e. secretarial support, office space, technical assistance, access to campus venues), to help cover costs for the coordination of MESA administrative and program activities.
2. Provide a MESA program that offers the key features of the MESA model (as outlined by Statewide MESA guidelines). Those features include, but are not limited to: hands-on math and science activities, study assistance, academic and career advising, field trips/guest speakers, recognition/scholarship incentive awards, Math and Science Competitions, Parent Programs, Leadership/Advocacy Training, and Advisor Stipends.
3. Provide to Kimball a calendar of all center-level activities by August 6th; a preliminary list of school-site activities by November 15; a final list of school-site activities by December 15; and a final roster of enrolled students by February 25, 2012.
4. Maintain an active parent involvement component for the program.
5. Continue to seek external financial support for enrichment activities through grants and proposals.
6. Act as the liaison between Kimball and the Statewide MESA Office.
7. Employ and assign a full-time director to manage and coordinate the administrative activities of the program.
8. Provide space accommodations for activities such as advisor meetings, Saturday programs, office space, etc.
9. Provide John C. Kimball High School with annual budget and program reports by August 19, 2013.
10. Renegotiate this contract by May for the following fiscal year. A meeting will be held in April to update the contract.

Under this agreement, effective July 1, 2013, Kimball agrees to the following:

- I. The **2013-14 budget** contribution of **\$6,000.00** to the Pacific MESA Center program will be allocated as follows:

A. School-Site Budget **\$6,000.00**

1. Pacific MESA Center will administer for Kimball a site budget of \$2,700.00, which breaks down as: \$1,950.00 for supplies, \$500.00 for one field trip, and \$250.00 for a substitute.
2. Funds provided for school site administration are fluid and may be used between approved categories.

II. Pacific MESA Center **\$3,300.00**

- A. **\$3,300.00** will be paid by Kimball to the CONTRACTOR to be used for two purposes: administrative costs and general program expenses.

1. \$3,000.00 will be used to provide program services for MESA students, advisors, and parents: MESA Sponsored Events \$2,000.00, Teacher Training \$500.00, Parent Programs \$500.00.

3. \$3,300.00 will be funded for additional program administrative costs.

- B. Kimball will make one payment of \$6,000.00 to the CONTRACTOR. The CONTRACTOR will invoice Kimball to be paid by Kimball upon receipt of billing. All invoices and required reports will be mailed to: TBA

1. Program expenditures covered under Kimball's contribution of \$6,000.00 will not exceed that amount.

- C. Kimball staff agrees to meet with Pacific MESA Center Staff as needed to update, refine, and modify program.

- D. Principal agrees to appoint a teacher(s) at Kimball to act as a MESA Advisor who is a skilled mathematics or science instructor.

- E. Kimball will maintain a minimum program enrollment of 25 (as outlined by Statewide MESA guidelines) students per grade level.

- F. Kimball will provide adequate physical space for MESA meetings and related student activities.

- G. Kimball agrees to assist the Contractor meet reporting requirements by allowing access to student data: transcripts and test scores.

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 Math, Engineering & Science Achievement 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 the Mathematics, Engineering and Science Achievement Program (MESA) for under-represented underperforming students during the 2013/2014 school year

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: John C. Kimball High School.

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

- a. District shall pay \$ 6,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 6,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2013, and shall terminate on June 30, 2014

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

6. Contractor shall contact the District's designee, Cheryl Domenichelli at (209) 832-6600 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)/Tax ID #

Date

Title

Address & Phone #

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 1, 2013
SUBJECT: **Approve Agreements for Special Contract Services with Project GLAD Tier I to Provide Teacher Training for Middle and High School Teachers for the 2012-2013 and the 2013-2014 School Years**

BACKGROUND: Project GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement, and cross-cultural skills. Project GLAD was developed and field-tested for nine years and is based on years of experience with integrated approaches for teaching language. Tied to standards, the model trains teachers to provide access to core curriculum using local District guidelines and curriculum.

RATIONALE: English learners at middle and high school grades often struggle with academic courses. Their struggles are usually related to their limited English skills. Project GLAD develops metacognitive use of high-level, academic language and literacy. During the trainings, teachers are provided with the instructional strategies, the theory and research that support the model, and the curriculum model that brings these all together in the context of district and state frameworks and standards. The second part of the training is a demonstration session in the classroom where the model is conducted with students. Project GLAD is a research-based approach which has been recommended by the California State Superintendent of Schools for teachers of English learners. It is also highlighted as a California Department of Education "Best Practices" program for Title III Professional Development funding. This Program is specifically designed to help long-term English-Learners develop the skills needed to increase their English language acquisition processes, while focusing on grade-level standards.

The training provided during the 2013-14 school year will focus on social studies and science teachers from middle school and high school with up to 40 teachers participating. This Agenda Item 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 subgroups is closed.

FUNDING: The cost for this training and support is not to exceed \$17,000, for the 2012-2013 school year. The cost is not to exceed \$19,925, for the 2013-2014 school year. All training will be paid out of Title III (Limited English Proficiency) funds.

RECOMMENDATION: Approve Agreements for Special Contract Services with Project GLAD Tier I to Provide Teacher Training for Middle and High School Teachers for the 2012-2013 and the 2013-2014 School Years

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

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 Project GLAD Training Model Consultants, 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 4 days of Project GLAD Classroom Demonstration for up to 25 teachers.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 Days(s) (circle one), under the terms of this agreement at the following location TUSD school site to be determined.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$19,925 per ~~HOURLY~~ **FLAT RATE** (circle one), not to exceed a total of \$19,925. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] **MONTHLY PROGRESS BASIS**, [X] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2013, and shall terminate on October 30, 2013
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Carol Anderson-Woo at (209) 830-3200, ext. 1502 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

Associate Superintendent of Business
Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

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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 Project GLAD Training Model Consultants, 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 2 days of Project GLAD Research and Theory Workshops for up to 40 teachers.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 Days(s) (circle one), under the terms of this agreement at the following location Staff Development Training Room, District Service Center
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$425 per participating teacher HOUR/DAY~~FLAT RATE~~ (circle one), not to exceed a total of \$ 17,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [☐] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on June 1, 2013, and shall terminate on June 30, 2013
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Carol Anderson-Woo at (209) 830-3200 x 1502 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

Associate Superintendent of Business
Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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Project GLAD Training Service Contract

Location: Tracy Unified School District

Two-Day Research and Theory Workshop: June 3-4, 2013

Classroom Demonstration Lessons: October 8-11, 2013

Description: Participants will receive intense training in the Guided Language Acquisition Design model. Participants attending all 6 days of the training will fulfill both elements 1 & 2 of the GLAD training model. Element 1 is the Two-day Input theory/research, and Element 2 is the Four-Day classroom demonstration. **All teachers attending the demonstration lessons must have previously completed the Two-Day Theory. Trainers reserve the right to enforce this rule and will ask teachers to not participate if they have not been trained in the Two-Day. No part of the Two Day In-service or the Classroom demonstration may be recorded or videotaped.**

- A. **Two-day Input Topics to Include:** Theory/Research, integrated balanced literacy approach, second language acquisition, brain research, cultural sensitivity and respect, classroom implications and applications, the GLAD model, curriculum and strategies, sample unit and processing, and California State Standards/Common Core State Standards. The district will provide a room with tables and chairs for the participants, an overhead projector or document camera and screen and a room with tackable surfaces for charts. **If conditions are not met as specified above or in the materials section of this contract, the trainers reserve the right to cancel the training at any time and will bill the district for full compensation.**
- B. **Classroom Demonstration Description:** The observation of a demonstration session occurs in a single classroom for consecutive mornings for 4 days. The unit has been written by certified key trainers and will be presented by them as well. Two certified key trainers will conduct the training but if for any reason, there is one trainer absent due to illness, the trainer will administer the training by herself at the full contractual rate. Trainer A presents the GLAD strategies with the group of specified children. This group of children must include English Learners and cannot be fewer than 12 students and no more than 34 students. The students must be the same group of children all four days. Trainer B coaches the participating teachers who are observing in the back of the room. Trainer B will explain what is being done, why it's being done and process questions that arise throughout the morning. **The GLAD trainers reserve the right to remove students who are disruptive during the demonstration for the duration of the remaining training.** Afternoons are spent on feedback and collaboration such as initial planning with the trainers for the participants' upcoming units and year plans using state standards and common core state standards. The district will need to provide a place where teachers and trainers can collaborate in the afternoons. **If conditions are not met as specified above or in the materials section of this contract, the trainers reserve the right to cancel the training at any time and will bill the district for full compensation. *Seeing successful strategies with students is the most effective method of promoting change.***
- C. **Materials:** District agrees to provide each participant with a training binder for the Two-Day Input Workshop. A master binder will be sent to the District for reproducing prior to the Two-Day Input Workshop. The master binder must be returned to the GLAD Trainers. The district agrees to only copy enough binders for paying participants in the workshop. The District understands and acknowledges that the trainers have a proprietary interest in the materials provided. The District agrees to act in a manner to protect the trainers' proprietary interest in these materials. The key trainers will provide all other training materials. **Upon request districts/schools are also asked to submit**

assessment data which includes STAR results and or anecdotal records to the Key Trainers.

D. **Trainers:** The trainers will be:

- **Regina Rosenzweig**, email: regina_r@comcast.net, address: 625 Rutgers Drive, Davis, CA 95616, phone: 530 400 9606
- **Kathryn Wyffels**, email: katewyffels@yahoo.com, address: 6828 Gibson Canyon Road, Vacaville, CA 95688, phone: 707 688 8666
- **Kelli Richardson**, email: krich90@earthlink.net address: 4411 Morse Court, Napa, CA 94558 phone: 707 227 742
- **Jocelyn Mitchelmore**, email: jmitchelm@comcast.net address: 1314 Cromwell Court, El Dorado Hills, CA 95762, phone: 916 230 6980

Cost and Payment:

Four Two-Day Research and Theory Workshops

Minimum number of participants: 20

Maximum number of participants: 40

\$425 per participant over 20

Total Cost for 20 participants: \$8,500

(Total Cost for 40 participants: \$17,000)

1 set of Demonstration Lessons

Minimum number of participants: 20

Maximum number of participants: 25

\$625 per participant over 20

Total Cost for 20 participants: \$16,800

Total Cost for 25 participants: \$19,925

Checks should be payable to Regina Rosenzweig, Kathryn Wyffels, Kelli Richardson and Jocelyn Mitchelmore.

- E. **Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney's fees.
- F. **Cancellation Policy:** Notice of any cancellations must be given in writing 30 days prior to the first scheduled workshop. After that time, the district will still be charged the full amount.
- G. **Entire Agreement:** This contract contains the entire agreement of the parties. There are no warranties expressed or implied other than as set forth herein.

Name: _____ Title: _____

School/District: _____ Phone: _____

Address: _____

Authorized Signature: _____ Date: _____

GLAD key trainer signature: Regina M. Rosenzweig Date: April 22, 2013

GLAD key trainer signature: Kelli Richardson Date: April 22, 2013

GLAD key trainer signature: Kathryn Wyffels Date: April 22, 2013

GLAD key trainer signature: Jocelyn Mitchelmore Date: April 22, 2013

We must receive your confirmation before participants will be allowed to attend the workshops or classroom demonstrations. Please print and fill out the information above. Return the entire form by email to Kate Wyffels at katewyffels@yahoo.com.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 18, 2013
SUBJECT: **Ratify Agreement for Special Contract Services with Sonja Biggs Educational Services, NPA for the 2012-2013 School Year**

BACKGROUND: The Independent Education Plan (IEP) team for a student determined that a functional vision assessment needed to be completed, and recommended that Sonja Biggs Educational Services, NPA complete the assessment. Ratification of the Master Contract is necessary at this time because the assessment plan has been signed.

RATIONALE: Districts must offer a continuum of services, including nonpublic agencies, to students with exceptional needs. This request supports District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for this student for the 2012-2013 school year will be a one-time fee of \$2,051.00 for a functional vision assessment. Total expenses are not to exceed \$2,051.00. These expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Sonja Biggs Educational Services, NPA for the 2012-2013 School Year

Prepared by: Dr. Janet Skulina, Ed.D., 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 Sonja Biggs, MA, TVI, COMS - Sonja Biggs Educational Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:

Functional vision assessment to include recommendations for assistive devices as necessary

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of See Item #3 ☐ HOURS ☐ DAY(s), under the terms of this agreement at the following location Kimball H.S.

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

- a. District shall pay \$ 2,051.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 2,051.00. 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 April 18th, 2013 and shall terminate on June 30th, 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 at (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)

Title

Address

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: April 28, 2013
RE: **Approve Overnight Travel for the Tracy High School Girls Volleyball Team to Attend the North Valley Volleyball Officials Tournament in Redding, CA on August 23-24, 2013**

BACKGROUND: Twelve to eighteen of the Tracy High Girl's Varsity Volleyball Team, Coach Mahina Tankersley and three parents would like to participate in the North Valley Volleyball Officials Tournament in Redding, CA on August 23-24, 2013. Coach, Mahina Tankersley, Assistant Coach, David Daily and team parents will provide supervision during the tournament. The number of students will be determined by team tryouts, which will be held in August. The coaches and team parents will drive the team via District van and personal vehicles; all drivers will be District Approved prior to the trip. The team will be staying at the La Quinta Inn in Redding, CA.

RATIONALE: The Volleyball team is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. This is a wonderful opportunity and aligns in with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

FUNDING: Costs for the tournament, transportation, accommodations in Redding and food will total \$1,800.00 and is being paid by the Tracy High Volleyball ASB account which was earned by fundraising.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Girls Volleyball Team to Attend the North Valley Volleyball Officials Tournament in Redding, CA on August 23-24, 2013

Prepared by: Mr. Jason Noll, Principal



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: May 6, 2013
SUBJECT: Approve Agreement for Special Contract Services with Nancy Fetzer's Literacy Connections and Tracy Unified School District (Art Freiler, George Kelly, and Louis Bohn Schools) for the 2013-2014 School Year.

BACKGROUND: As the State of California moves to implement the Common Core State Standards, an increased emphasis on writing and reading comprehension skills and strategies will support student success across the curriculum. Louis Bohn Elementary School will partner with Art Freiler School and George Kelly School to provide Nancy Fetzer Literacy Connections training to all three site staffs during the 2013-2014 academic year.

RATIONALE: Nancy Fetzer has a proven record of providing reading and writing strategies to improve student achievement. During June 2012, staff members from both Louis Bohn and Art Freiler schools attended Nancy Fetzer's summer writing institute, a one-day training focusing on writing strategies. These staff members provided introductory training to Nancy Fetzer's methodology during the 2012-2013 school year. Nancy Fetzer worked on site with staff at Luis Bohn and Art Freiler in April of 2013. Louis Bohn, Art Freiler, and George Kelley staffs request approval to contract with Nancy Fetzer for the 2013-2014 school year to allow continued staff development in reading and writing for (5) days throughout the year. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Categorical funding, Title II - Teacher Quality, Title 1 and Economic Impact Aid (EIA) funding will cover these costs. The total amount paid to Nancy Fetzer's Literacy Connections will not exceed \$8,750, which represents the costs incurred by Louis Bohn Elementary School (\$3208.34), Art Freiler School (\$4,083.33), and George Kelly School (\$1,458.33).

RECOMMENDATION: Approve Agreement for Special Contract Services with Nancy Fetzer's Literacy Connections and Tracy Unified School District (Art Freiler, George Kelly, and Louis Bohn Schools) for the 2013-2014 School Year.

Prepared by: Tammy Christensen, Principal, Louis Bohn 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 Nancy Fetzer's Literacy Connections hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide ongoing Staff Development in Writing and Reading Strategies to improve instructional practices and thus increase student achievement, November 18-22, 2013.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: Louis Bohn Elementary, George Kelly and Art Freiler Schools.

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

a. District shall pay \$8,750.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 8,750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.

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

4. The terms of the agreement shall commence on November 18, 2013 and shall terminate on November 22, 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, Tammy Christensen at (209) 830-3300 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)/Tax ID #

Date

Title

Address & Phone #

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

***Note:** Costs are being split between three sites: Bohn, Freiler, and Kelly. The amount above represents Bohn's share of the total cost. Total cost for five days at all three sites is \$8,750.



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 2, 2013
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Brown, Troy Assistant Principal	WHS	06/30/13	To accept Principal position West High School
Watt, Bradley Counselor	WHS	06/17/13	Personal
Wilson, Jeanine	Kelly	06/30/13	To accept Principal position George Kelly School

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Bourque, Maria 6 th Core	WMS	06/01/13
Compton, Michele SDC	Central	06/01/13
Lycan, Cynthia English	Tracy High	06/01/13
Palmos-Weikel, Kim RSP	McKinley	06/01/13
Ramirez, Gloria 7 th Core	North	06/01/13

BACKGROUND:NAME/TITLESITE**CERTIFICATED RESIGNATION**EFFECTIVE
DATEREASONAxford, Laurie
4th Grade

McKinley

05/31/13

Personal

King, Melinda
English

WHS

05/31/13

Personal

BACKGROUND:**CLASSIFIED RESIGNATION**NAME/TITLESITEEFFECTIVE
DATEREASONKhaliq, Saba
School Supervision Assist.

Villa

05/09/13

Personal

Montijo, David
Utility Person II

KHS

04/15/13

Accepted Utility Person II
(Night) position at KHSMora, Rafael
Utility Person II (Nights)

KHS

04/16/13

Accepted Utility Person II
(Day) position at KHSSolorio, Marla
Utility Person II (part-time)

WHS

04/19/13

Accepted Utility Person II
(Full-time) position at WHS**BACKGROUND:****CLASSIFIED RETIREMENT**NAME/TITLESITEEFFECTIVE
DATEBaca, Jesus
Bilingual Para Educator I

THS

06/01/13

Clark, Obie
Food Service Worker

WHS

08/03/13

Cortes, Gabriela
Para Educator I

MVMS

06/01/13

Silva, Robert
School Security Person

TIIS

06/02/13

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: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 2, 2013
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Brown, Troy

Wilson, Jeanine

BACKGROUND:

Carr-Sioxson, Dawn

De Los Angeles, Lorena

Montijo, David

CERTIFICATED MANAGEMENT

Principal (Replacement)
Merrill F. West High School
Class LME 55, Step D
\$111,624.40
Funding: General

Principal (Replacement)
George Kelly School
Class LME 50, Step B
\$90,355.84
Funding: General

CLASSIFIED

Tracy Adult School Evening Secretary
*(New) position reinstated, employee
rehired from 39 month reemployment list
Range 36, Step E - \$19.94 per hour + ND
8 hours per day
Funding: Adult Education

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

Utility Person II (Replacement)
*Filled by current TUSD employee
Kimball High School
Range 35, Step E - \$19.47 per hour + ND
8 hours per day

	Funding: General Fund
Mora, Rafael	Utility Person II (Replacement) *Filled by current TUSD employee Kimball High School Range 35, Step B - \$16.93 per hour 8 hours per day Funding: General Fund
Simpson, Ruth	School Supervision Assistant (Replacement) George Kelly School Range 21, Step A - \$11.69 per hour 1.5 hours per day Funding: General Fund
Solorio, Marla	Utility Person II (Replacement) *Filled by current TUSD employee West High School Range 35, Step D - \$18.58 per hour 8 hours per day Funding: General Fund

BACKGROUND:

COACHES

Chris Myers	Varsity Football Coach West High School Stipend: \$6,169.69
Sprecksel, Derek	Athletic Director West High School Stipend: \$6,490.71

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 3, 2013
SUBJECT: **Approve Resolution No. 12-24 Finding that the Reconstruction/Modernization of North School Qualifies as a Categorical Exemption from California Environmental Quality Act**

BACKGROUND: As part of the California Department of Education's (CDE) process for obtaining approval to participate in the State School Building Program, the District must certify that it has completed all actions required pursuant to CEQA. If it is determined the project to be completed is exempt from the preparation of CEQA environmental documents by statutory, categorical or general rules of exemption, the District must indicate to CDE the date the Notice of Exemption was filed with the County Clerk.

RATIONALE: The District has completed the planning process for the modernization of North School; based upon the assessment and recommendations of Rainforth Grau Architects, the modernization plans will include the renovation/modernization of the older classroom buildings on the campus and the replacement of a relocatable classroom building on the campus. Therefore, the necessary Resolution calling out these findings and the Notice of Exemption are attached to this agenda item for board approval.

FUNDING: Not applicable

RECOMMENDATIONS: Approve Resolution No. 12-24 Finding that the Reconstruction / Modernization of North School Qualifies as a Categorical Exemption from California Environmental Quality Act

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. No. 12-24
RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY UNIFIED SCHOOL DISTRICT
APPROVE THE RECONSTRUCTION/MODERNIZATION OF NORTH SCHOOL
QUALIFIES AS A CATEGORICAL EXEMPTION FROM CALIFORNIA
ENVIRONMENTAL QUALITY ACT**

WHEREAS, the California Environmental Quality Act (CEQA) is a statute that requires state and local agencies to identify the significant environmental impacts of their actions to avoid or mitigate those impacts;

WHEREAS, a public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project;"

WHEREAS, a project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval from a government agency which may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment;

WHEREAS, a public agency is required to examine a project to determine whether the project is subject to CEQA or if the project is exempt;

WHEREAS, if the public agency has determined the project is exempt from CEQA, it is required to prepare a Notice of Exemption;

WHEREAS, Article 19, Section 15302 of the CEQA Guidelines, categorizes the replacement/reconstruction of a school building as categorically exempt from CEQA if the replacement/reconstruction of the new structure will be located on the same site as the structure replaced, will have substantially the same purpose as the structure replaced, will provide an earthquake resistant structure, and will not increase the capacity of the school by more than fifty (50) percent;

NOW, THEREFORE BE IT RESOLVED that the District finds that the replacement/reconstruction/modernization at North School meets the CEQA exemption criteria because the replacement/reconstruction/modernization of the new structures will be located on the same site as the structures replaced, will have substantially the same purpose as the structures replaced, will provide an earthquake resistant structure, and will not increase the capacity of North School by more than fifty (50) percent;

BE IT FUTHER RESOLVED that the District Board authorizes the Superintendent to file a Notice of Exemption with the County Clerk of San Joaquin County.

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, State of California this 14th day of May, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Trustees
Tracy Unified School District

ATTEST:

Clerk of the Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 3, 2013
SUBJECT: Approve Resolution No. 12-25 Providing for the Issuance and Sale of 2013 General Obligation Refunding Bonds of the District to Refund Its: 1) General Obligation Bonds (Election of 2006, Series 2006); and 2) General Obligation Bonds (Election of 2006, Series 2007), and Approving Related Documents and Actions

BACKGROUND: At the April 23, 2013 Board meeting, the Board of Education received a report from financial advisor, KNN Public Finance, regarding the Measure E Bond refunding. Because interest rates are currently near all-time lows, substantial saving can be realized by refunding the Election of 2006, Series 2006 and Election of 2006, Series 2007 bonds. Refunding these bonds will reduce annual debt service payments; therefore, reducing the tax levy to the property tax payers in the district.

RATIONALE: The District issued General Obligation Bonds (Election of 2006, Series 2006) in the amount of \$14,000,000 in August 2006, currently outstanding in the amount of \$10,570,000; and General Obligation Bonds (Election of 2006, Series 2007) in the amount of \$20,000,000 in November 2007, currently outstanding in the amount of \$19,015,000. Substantial savings can be achieved by issuing refunding bonds at this time due to lower interest rates. The savings will be directed to the taxpayers in terms of lower annual taxes.

The bonds shall be sold on a competitive sale basis; however, as provided in Section 3 of the attached Resolution #12-25, the sale of the bonds must provide a net present value savings of at least 5% of the principal amount of the bonds being refunded. It is estimated that the savings will be in excess of over \$3 million; however, the actual savings will depend upon the interest rates of the refunding bonds at the time of sale.

The attached resolution approves the documents as to form and designates the Superintendent and Associate Superintendent of Business Services to execute the final documents.

FUNDING: Not applicable

RECOMMENDATIONS: Approve Resolution No. 12-25 Providing for the Issuance and Sale of 2013 General Obligation Refunding Bonds of the District to Refund Its: 1) General Obligation Bonds (Election of 2006, Series 2006); and 2) General Obligation Bonds (Election of 2006, Series 2007), and Approving Related Documents and Actions

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. No. 12-25**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY UNIFIED SCHOOL DISTRICT
PROVIDING FOR THE ISSUANCE AND SALE OF 2013 GENERAL OBLIGATION
REFUNDING BONDS OF THE DISTRICT TO REFUND ITS: 1) GENERAL OBLIGATION
BONDS (ELECTION OF 2006, SERIES 2006); AND 2) GENERAL OBLIGATION BONDS
(ELECTION OF 2006, SERIES 2007), AND APPROVING RELATED DOCUMENTS AND
ACTIONS**

WHEREAS, the Tracy Unified School District (the "District") issued its: 1) General Obligation Bonds (Election of 2006, Series 2006) in the original principal amount of \$14,000,000 on August 8, 2006, \$10,570,000 of which remain outstanding (the "Series 2006 Bonds"); and 2) General Obligation Bonds (Election of 2006, Series 2007) in the original principal amount of \$20,000,000 on November 8, 2007, \$19,015,000 of which remain outstanding (the "Series 2007 Bonds", and together with the Series 2006 Bonds, the "Prior Bonds"); and

WHEREAS, the District has determined at this time to issue its Tracy Unified School District, 2013 General Obligation Refunding Bonds (the "Refunding Bonds") for the purpose of refunding some or all of the Prior Bonds, and thereby realizing savings to the property taxpayers in the District; and

WHEREAS, the Board of Education of the District is authorized to provide for the issuance and sale of the Refunding Bonds pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

WHEREAS, the Board of Education wishes at this time to take its action approving the issuance and sale of the Refunding Bonds and documents and actions relating to the Refunding Bonds;

NOW, THEREFORE, the Board of Education of the District hereby finds, determines, declares and resolves as follows:

Section 1. Approval of Paying Agent Agreement. The proposed form of Paying Agent Agreement, dated as of July 1, 2013, by and between the District and The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"), which is on file with the Clerk of the Board (the "Paying Agent Agreement") is hereby approved, and the Superintendent and Associate Superintendent of Business Services (each, an "Authorized Officer") are hereby separately authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Paying Agent Agreement in substantially said form, with said additions thereto, (including the insertion of the maturity dates,

principal amounts, redemption provisions, and interest rates of the Bonds) and changes therein as the Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The Board hereby authorizes the performance by the District of its obligations under the Paying Agent Agreement. The selection of The Bank of New York Mellon Trust Company, N.A., as Paying Agent is hereby approved and ratified.

Section 2. Form of Bonds. The Bonds may be issued as current interest bonds, as described in the Paying Agent Agreement, on a tax-exempt basis.

Section 3. Sale of the Bonds. The Bonds shall be sold on a competitive sale basis, and shall be sold to the winning bidder (the "Purchaser") pursuant to the terms of an Official Notice of Sale, providing the terms of the sale of the Bonds (the "Notice of Sale"). In substantially the form on file with the Clerk of the Board, so long as the sale of Bonds will produce a net present value savings on the Prior Bonds of at least 5% of the principal amount of the Prior Bonds being refunded. The Authorized Officers are hereby separately authorized and directed to execute the Notice of Sale, and to cause a notice of intention of the sale of the Bonds to be published, as required by Section 53692 of the California Government Code, so long as the limitations contained herein are reflected in the Notice of Sale.

Section 4. Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Tracy USD 2013 General Obligation Refunding Bond Debt Service Fund", which shall be maintained by the County Treasurer as a separate account, distinct from all other funds of San Joaquin County and the District. All taxes levied by the County Board of Supervisors, for the payment of the principal of and interest and premium (if any) on the Bonds in accordance with this Resolution and the Paying Agent Agreement, shall be deposited in the Debt Service Fund by the County Treasurer promptly upon apportionment of said levy. The Debt Service Fund is hereby irrevocably pledged by the District for the payment of the principal of and interest on the Bonds when and as the same become due. The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the County Treasurer to the Paying Agent upon the Written Request of the District filed with the County Treasurer, as required to pay the principal of and interest on the Bonds.

If, after payment in full of all general obligation bonds of the District, any amounts remain on deposit in the Debt Service Fund, such amounts shall be transferred by the County Treasurer to the general fund of the District, upon the Written Request of the District filed with the County Treasurer, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Section 5. Investment of Debt Service Fund. The Debt Service Fund held by the County Treasurer hereunder shall be invested in the County Treasurer's investment pool, or in the County Treasurer's discretion, in investments permitted by law and the investment policy of the County.

Section 6. Disbursements From Debt Service Fund. The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds, as the same becomes due and payable, shall be transferred by the County Treasurer to the Paying Agent, which in turn, shall pay such moneys to DTC to pay the principal of and interest on the Bonds. DTC will thereupon make payments of principal and interest on the Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Bonds. Any moneys remaining in the Debt Service Fund after all general obligation bonds of the District, and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to Section 15234 of the Education Code.

Section 7. Preliminary Official Statement. The District hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the preliminary Official Statement (the "Preliminary Official Statement") describing the Bonds, in the form on file with the Clerk of the Board. The Financial Advisor (as defined herein) is hereby authorized to distribute the Official Statement in connection with the sale of the Bonds. The Authorized Officer is hereby authorized and directed to execute and deliver to the Purchaser a certificate deeming the Preliminary Official Statement to be final as of its date.

The Preliminary Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Bonds.

The Authorized Officers are separately authorized to approve corrections and additions to the Preliminary Official Statement by supplement or amendment thereto, or otherwise as appropriate, provided that any such corrections or additions shall be necessary to cause the information contained therein to conform with facts material to the Bonds, or to the proceedings of the District or such corrections or additions are in form rather than in substance.

Section 8. Final Official Statement. The Authorized Officers are separately authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute said Final Official Statement, dated as of the date of the sale of the Bonds, and the Authorized Officers are separately authorized and directed to execute a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Bonds, and does not, as of the date of delivery of the Bonds, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in the light of the circumstances under which it was made. The Authorized Officers shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Bonds.

Section 9. Continuing Disclosure. The Board of Education hereby approves the Continuing Disclosure Certificate, in substantially the form attached to the Preliminary Official Statement as Appendix E, together with any changes therein or additions thereto deemed advisable by the Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officer is hereby separately authorized and directed to execute, and the District Clerk is hereby authorized and directed to attest the final form of the Continuing Disclosure Certificate, for and in the name and on behalf of the District. The Board of Education hereby authorizes the delivery and performance of the Continuing Disclosure Certificate.

Section 10. Delegation of Authority to Authorized Officers. The Authorized Officers are hereby authorized and directed to execute, sign and deliver any and all approvals, certificates, statements, requests, requisitions and orders of the District in connection with the sale and issuance of the Bonds, the purchase of the Bonds and the other transactions described herein. The Authorized Officers may authorize such other officers of the District as they deem appropriate to undertake any of the actions which he is authorized or directed to undertake pursuant hereto.

Section 11. Appointment of Bond Counsel, Disclosure Counsel and Financial Advisor. The Superintendent and the Associate Superintendent of Business Services are each authorized and directed in the name and on behalf of the District to execute and deliver contracts for professional services with KNN Public Finance, as financial advisor to the District (the "Financial Advisor"), and Jones Hall, A Professional Law Corporation, as bond and disclosure counsel to the District, the proposed forms of

contracts between the District and each of such firms being on file with the Associate Superintendent of Business Services.

Section 12. General Authority. The officers of the District are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the transactions described herein or to otherwise effectuate the purposes of this resolution, including preparing, or causing to be prepared, and executing all appropriate disclosure documents relating to the Bonds and agreements necessary to comply with the disclosure requirements of Rule 15c2-12, as amended, of the Securities and Exchange Commission. Any such actions previously taken by such officers are hereby ratified and confirmed.

Section 13. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any remaining provisions hereof.

Section 14. Effective Date. This resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED by the Board of Education of the Tracy Unified School District of the County of San Joaquin, this 14th day of May, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Education of
Tracy Unified School District

Clerk of the Board of Education
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 5, 2013
SUBJECT: **Receive Update on Measure S Projects and Approve the Priority of the Remaining Projects and Planning**

BACKGROUND: Measure S, approved by the voters within Tracy Unified School District SFID #3 on November 4, 2008, included technology upgrades at all schools as well as the modernization and renovation of McKinley ES, South West Park ES, North, ES, Central ES and Monte Vista MS. On August 25, 2009, the Board of Education received a report on Measure S projects and approved changes to the preliminary plan. With the completion of the majority of the technology projects and the completion of the Monte Vista MS and McKinley ES modernization, the facilities committee met to discuss how to best move forward with Measure S.

RATIONALE: The facilities committee met on 4/9/13 and on 5/7/13 to review the status of Measure S and discuss the remainder of projects on the bond list. The committee is recommending that South West Park Elementary School be prioritized as the next project to be completed on the bond project list for several reasons. Because the campus is so large, improvements will positively impact a greater number of students than either of the other projects. The school is also visible to a major street and the project will be the first to improve a school on the South side of town. The project will also address the confusion and safety concerns caused from having two separate entrances to the school campus.

Staff will present the status of the Measure S Bond projects and is requesting approval on the priority of the remaining projects on the bond list. Once approved, staff will move forward with the planning of the South West Park project.

FUNDING: Not applicable

RECOMMENDATIONS: Receive Update on Measure S Projects and Approve the Priority of the Remaining Projects and Planning

Prepared by: Bonny Carter, Director of Facilities and Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 5, 2013
SUBJECT: **Authorize Release of Request for Qualifications (RFQ) for a Shortlist of Lease-Leaseback Contractors for Upcoming Projects**

BACKGROUND: Measure E, approved by voters within the Tracy Unified School District (TUSD) on June 6, 2006, authorized the issuance of \$51 million in bonds. The Measure E project list included the completions of a stadium sports complex and theater at West High School as well as the modernization of the Tracy High School campus.

Measure S was approved by the voters within TUSD SFID #3 on November 4, 2008 and authorized the issuance of \$43.1 million in bonds. The Measure S project list primarily included technology upgrades and surveillance camera systems at all schools; and, renovations to Central ES, McKinley ES, North ES, South West Park ES and Monte Vista MS. The district also has other high priority and miscellaneous projects that will be completed in the future.

RATIONALE: TUSD has successfully used the Lease-Leaseback delivery method for several projects in the past including Kimball HS, West HS Performing Arts Complex and many projects on the Tracy High School campus. Staff believes that this project delivery method would again benefit TUSD on upcoming projects using the authority granted by California Education Code – Section 17406.

Due to the lengthy selection process, it behooves the district to have a pool of firms from which we may begin negotiations for upcoming projects as planning and construction schedules dictate. The District anticipates completing several projects in the next several months/years; therefore, a “shortlist” will be recommended to the Board for approval as a “pool” of Lease-Leaseback contractors for future projects based upon their response to the RFQ and the interview process.

Once approved by the Board, the RFQ will be advertised at a time and date to be determined. The responding contractor’s qualifications will be reviewed by staff; and successful candidates will be asked to interview with the Facilities Committee and staff. The Committee will ask the TUSD Board to approve the “shortlist” of Lease-Leaseback contractor(s) at a future Board meeting.

FUNDING: Not applicable

RECOMMENDATIONS: Authorize Release of Request for Qualifications (RFQA) for a Shortlist of Lease-Leaseback Contractors for Upcoming Projects

Prepared by: Bonny Carter, Director of Facilities and Planning



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 2, 2013
SUBJECT: Adopt Revised Board Policy 5144.1, Suspension and Expulsion Process (Second Reading)

BACKGROUND: The Tracy Unified School District Board approved Board Policy 5144.1 on April 28, 2009. During the 2012-2013 school year, several new laws were passed regarding suspension and expulsion. This requires that the Board Policy be updated and revised to be in accordance with new existing laws.

RATIONALE: Revise Board Policy 5144.1 to keep it current with the existing California Education Codes and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt Revised Board Policy 5144.1, Suspension and Expulsion Process (Second Reading)

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

SUSPENSION AND EXPULSION/DUE PROCESS

~~The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.~~

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 - Discipline. (Education Code 48900.5)

(cf. 1020 - Youth Services)

(cf. 5144 - Discipline)

(cf. 6142.4 - Learning Through Community Service)

(cf. 6164.2 - Guidance Services)

Alternatives to suspension or expulsion also shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)

~~Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct (Education Code 48900.5).~~

~~Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others. (Education Code 48915).~~

Except for single acts of a grave nature or offenses for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct or the student's presence causes a continuing

SUSPENSION AND EXPULSION/DUE PROCESS

danger to himself/herself or others.

(cf. 5131.7 - Weapons and Dangerous Instruments)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law and administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the period of suspension or expulsion.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, and in accordance with the district's nondiscrimination policies.

Zero Tolerance

~~The Board supports a zero tolerance approach to serious offenses in accordance with state and federal law. This approach makes the removal of potentially dangerous students from the classroom a top priority and ensures the standardized treatment of all students. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy and administrative regulation as cause for suspension or expulsion. The Superintendent or designee shall notify staff, students and parents/guardians about the districts zero tolerance policy and the consequences, which may result from student offenses. He/she shall also ensure strict enforcement of this policy.~~

Student Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5)

(cf. 5119 - Students Expelled from Other Districts)

Supervised Suspension Classroom

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense,

SUSPENSION AND EXPULSION/DUE PROCESS

supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Removal from Class by a Teacher and Parental Attendance

~~The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.~~

~~Whenever a student is removed from a class because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a school day in that class. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1).~~

~~The board encourages teachers, before requiring parental attendance, to make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.~~

When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.

The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student. (Education Code 48900.1).

Parental attendance may be requested on the day the student returns to class or within one week thereafter. The principal or designee shall contact a parent/guardian who does not respond to the request to attend school. The Board recognizes that parental compliance with this policy may be delayed, modified or prevented for reasons which as serious illness/injury/disability, absence from town, or inability to get certain release time from work.

SUSPENSION AND EXPULSION/DUE PROCESS

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is pursuant to law. (Education Code 48900.1)

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)

(cf. 5145.6 - Parental Notifications)

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

Labor Code 230.7 provides that no employer shall discharge or in any way discriminate against an employee who takes time off work to attend his/her child's class when requested pursuant to Education Code 48900.1, provided the employee gives the employer reasonable advance notice that he/she is requested to appear in school. Any employee who is discharged, threatened with discharge, demoted, suspended or in any other discriminated against by the employer for such an absence is entitled to reinstatement and reimbursement for lost wages and work benefits. District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements.

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other method that maintains the confidentiality of the student's records.

(cf. 5125 - Student Records)

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

Decision Not to Enforce Expulsion Order

SUSPENSION AND EXPULSION/DUE PROCESS

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law and administrative regulation. (Education Code 48917)

Monitoring the Use of Suspension and Expulsion

At the end of each school year, the Superintendent or designee shall present a report to the Board regarding the use of suspension and/or expulsion in district schools. The report shall include, but is not limited to, outcome data which the district is required by law to collect and data related to the effect of suspension and/or expulsion on the district's minority student populations or groupings.

(cf. 9320 – Regular Meetings)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48667 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

SUSPENSION AND EXPULSION/DUE PROCESS

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7151 Gun-free schools

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

SUSPENSION AND EXPULSION/DUE PROCESS

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Civil Rights Data Collection Summary, March 2012

WEB SITES

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

California Attorney General's Office: <http://www.oag.ca.gov>

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

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools:

<http://www.ed.gov/about/offices/list/osdfs>

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: May 2, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 5144.1, Suspension and Expulsion Process (Second Reading)

BACKGROUND: The Tracy Unified School District Board approved Administrative Regulation 5144.1 on April 28, 2009. During the 2012-2013 school year, several new laws were passed regarding suspension and expulsion. This requires that the Administrative Regulation be updated and revised to be in accordance with new existing laws.

RATIONALE: Revise Administrative Regulation 5144.1 to keep it current with the existing California Education Codes and California School Advisory Board (GAMUT). This revision complies with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Acknowledge Revised Administrative Regulation 5144.1, Suspension and Expulsion Process. (Second Reading)

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

SUSPENSION AND EXPULSION/DUE PROCESS

A. Purpose and Scope

The governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

B. GeneralDefinitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level.
2. Referral to a certificated employee designated by the principal to advise students.
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office.

SUSPENSION AND EXPULSION/DUE PROCESS

(Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

C. FormsNotice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

D. ProceduresGrounds for Suspension and Expulsion

Any student, including a student with disabilities, may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense (Education Code 48900(a))

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, such a student may be suspended or expelled pursuant to Education Code 48900(a) when he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900~~(s)~~(t)).

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

SUSPENSION AND EXPULSION/DUE PROCESS

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties (Education Code 48900(k))

(cf. 5131.4 - Campus Disturbances)

12. Knowingly received stolen school property or private property (Education Code 48900(l))

SUSPENSION AND EXPULSION/DUE PROCESS

13. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

17. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events.

18. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #20-22 below), that has any of the effects described above on a reasonable student.

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an

SUSPENSION AND EXPULSION/DUE PROCESS

electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - Social Media)

(cf. 5131.2 - Bullying)

(cf. 6164.4 - Identification and Individuals for Special Education)

19. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

20. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality,

SUSPENSION AND EXPULSION/DUE PROCESS

disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

22. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school or within any other school district, at any time, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school

(cf. 5131.1 - Bus Conduct)

3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

Removal from Class by a Teacher and Parental Attendance

A teacher may remove any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher

SUSPENSION AND EXPULSION/DUE PROCESS

conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

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

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by Superintendent, Principal, or Designee

The Superintendent, principal, or designee may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above. A student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

When other means of correcting a student's behavior are implemented prior to imposing suspension upon the student, including supervised suspension, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

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However, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she determines that the student violated any of items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

In addition, the Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g)
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
5. Possessing an explosive as defined in 18 USC 921

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, **48911**, 48912)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever

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practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

Although the parent/guardian is required to respond without delay to a request for a conference about his/her child's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

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5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911)

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

(cf. 6173.1 - Education for Foster Youth)

In addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

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(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, **or staff** may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Appealing Suspension

Under the provisions of Education Code Section 48914, the District has established the following procedures for appealing a suspension and/or other disciplinary action taken by the school:

- 1) The student or the student's parent or guardian may appeal a suspension and/or other disciplinary action imposed by the assistant principal to the principal of the school. The appeal shall be filed within ten (10) school days of the time that the suspension and/or other disciplinary action took place. A meeting, if requested, must be held within three (3) school days of the time that the principal received the request for an appeal. The principal shall make a

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decision regarding the appeal within two (2) school days.

2) If the appeal is not resolved at the school-site principal level, then the student or the student's parent or guardian may appeal the suspension and/or other disciplinary action to the superintendent or the superintendent's designee. The appeal shall be filed within ten (10) school days of the time that the principal renders his/her decision. A meeting, if requested, must be held within three (3) school days of the receipt of the request by the superintendent or the superintendent's designee.

The procedure shall be as follows:

- a) The superintendent or the superintendent's designee shall determine if there was sufficient evidence to find that the alleged violation occurred, and whether the penalty was appropriate for the violation.
- b) The pupil may designate a representative to be present with him/her at the meeting, but the representative shall not serve as legal counsel unless the district has a legal counsel present to represent the school district.
- c) At the meeting, the superintendent or the superintendent's designee shall review all written documents in the case; and the pupil and the pupil's parent/guardian and representative may address the superintendent or the superintendent's designee on the evidence and the appropriateness of the penalty.
- d) The superintendent or the superintendent's designee shall make a decision within five (5) school days. If the superintendent or the superintendent's designee determines that no violation occurred, all records and documentation regarding the disciplinary proceedings and suspension shall be immediately destroyed and no information regarding the superintendent or the superintendent's designee determines that the penalty imposed was inappropriate for the violation, all records and documentation concerning the suspension and/or other disciplinary action shall be revised to indicate only the facts leading to the penalty imposed by the superintendent or the superintendent's designee.

Rights of Suspended Pupil to Complete Assignments and Tests

The teacher of any class from which a pupil is suspended may require the suspended student to complete any assignments and tests missed during the suspension. In addition, a suspended pupil may be allowed to complete all assignments and tests missed during the suspension which can be reasonably provided, and upon satisfactory completion, given full credit therefore. (Education Code 48913)

Authority to Expel

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A student may be expelled only by the Board. (Education Code 48918(j))

The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Mandatory Recommendation for Expulsion

Unless the Superintendent, principal, or designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, **or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician**
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the

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student does not lose instructional time. (Education Code 48915)

Mandatory Recommendation and Mandatory Expulsion

The Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence

However, possession of an imitation firearm, as defined in Education Code 48900(m), shall not be regarded as an offense requiring a mandatory recommendation for expulsion and mandatory expulsion.

2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed one of the acts listed above under "Grounds for Suspension and Expulsion." (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code

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48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

After a determination that one of the grounds listed above under "Grounds for Suspension and Expulsion" has occurred, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion. The stipulation agreement shall be in writing and shall be signed by the student (optional) and his/her parent/guardian (required).

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

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Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Non-attorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth

At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the

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student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of

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subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

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f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

(1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

(2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.

(3) The person conducting the hearing may:

(a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

(b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours

(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board

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or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. **(Education Code 48917, 48918)**

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered

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during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs
With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an

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expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. **Suspension of the enforcement of an expulsion order shall not affect the time period**

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**and requirements for the filing of an appeal of the expulsion order with the County Board.
(Education Code 48917)**

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

SUSPENSION AND EXPULSION/DUE PROCESS

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying re-admittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

SUSPENSION AND EXPULSION/DUE PROCESS

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record, and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

E. Reports Required

Outcome Data

The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion

SUSPENSION AND EXPULSION/DUE PROCESS

2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

In addition, the Superintendent or designee shall disaggregate student data collected based on race, color, nationality, religion, disability, and other categories protected from discrimination under the law.

F. Record Retention
Permanent

G. Responsible Administrative Unit
Student Services
Site Principals

H. Approved By
Assistant Superintendent of Educational Services and Human Resources



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of
Educational Services & Human Resources
DATE: April 15, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 4040, Employee Use of
Technology (First Reading)

BACKGROUND: Given the high cost of mobile computer devices and limited District and school budgets, the District does not have a 1:1 ratio of mobile computer devices for students or employees. By allowing students and employees to use Personal Learning Devices (PLDs), such as smart phones, in the classroom, teachers and students will be permitted to use their own devices to support students' learning. Using Personal Learning Devices will allow the technology to be integrated into the learning process.

RATIONALE: Administrative Regulation (AR) 4040 has been updated to reflect modifications that include employee use of Personal Learning Devices in a learning environment. This supports District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

FUNDING: N/A

RECOMMENDATION: Acknowledge Revised Administrative Regulation 4040, Employee Use of Technology (First Reading)

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

EMPLOYEE USE OF TECHNOLOGY

The Superintendent or designee shall oversee the maintenance of the districts technological resources and may establish guidelines and limits on their use. All employees shall receive a copy of this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of district Staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

Employees shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

Online/Internet Services: User Obligations and Responsibilities

Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Employees shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, employees shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication.

EMPLOYEE USE OF TECHNOLOGY

Employees also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet.

Personal information includes the employee's name, address, telephone number, Social Security number, or other personally identifiable information.

5. Employees shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
6. Employees shall not use the system to engage in commercial or other for-profit activities.
7. Employees shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects or district operations should be given proper credit as with any other printed source of information.
9. Employees shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Employees shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
11. Employees shall report any security problem or misuse of the services to a principal, department head, Superintendent or Superintendent's designee.

Employees shall be responsible for the appropriate use of technological resources and shall use the district's electronic resources only for purposes related to his/her employment. Such use is a privilege which may be revoked at any time.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Employees shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

EMPLOYEE USE OF TECHNOLOGY

Whenever an employee is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the Superintendent or designee may cancel or limit an employee's user privileges. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

Personal Learning Devices (PLD)

A personal learning device (PLD) is defined as an employee owned wireless and/or portable piece of equipment that may include, but is not limited to: laptops, netbooks, E-Reader, tablets/slates, cell phones, smart phones, Internet and/or text ready devices, and any other Internet-enabled communication devices or other new technologies developed that are capable of connecting to the District's wireless network or other independent mobile network. Gaming devices are not PLDs and are not allowed on District and school property. Recharging devices is not the responsibility of the school, but rather the sole responsibility of the employee. PLDs shall be charged prior to bringing the device to school. Employees shall not be required to bring a PLD to school. Employees shall not share usage of their PLD with other employees.

Employees may use a PLD connected to the District's wireless guest network in class to access the Internet and District educational digital resources for the purposes of participating in educational or instructional activities. Employees may use PLDs in the learning environment for such tasks as research, collaboration, document creation/editing, calculator, class notes, vocabulary development, conversion tables, maps, graphing exercises, project enhancement, planner/calendar, surveys and polling.

The District will provide filtered, authenticated, wireless access to the Internet and other District resources for employees using PLDs. The District forbids employee access to the Internet through an unfiltered, unapproved wired, wireless, or cellular connection on a PLD in educational or instructional times in any of the circumstances and in any of the environments listed as follows: during the school day; in/on district buildings, district property, district vehicles or contracted vehicles; during transport to/from school; while attending school sponsored activities during the school day; and/or during any/all school sponsored activities. The Children's Internet Protection Act requires active filtering of all network and Internet access for all public schools. Employees shall not use an independent wireless mobile carrier's data connection to access the Internet or District's educational digital resources for delivering education in a learning environment.

EMPLOYEE USE OF TECHNOLOGY

Employees shall connect only one PLD to the District's guest network at any one time. Use of 3G and 4G wireless Internet connections are expressly forbidden while at school. Games on a PLD is prohibited in the classroom. All audio shall be muted and headphones are prohibited during instructional time. Employees shall not print from PLDs. Employees shall not configure PLDs in a way that depicts inappropriate material or language (i.e. screensavers, backgrounds, icons, etc.). Employees shall not display inappropriate material or language on a PLD's device, case, cover, etc. The employee must comply with a teacher's or administrator's requests to shut down the device or close the screen.

District and school administration shall be authorized to determine other, non-instructional locations for use of PLDs, and may authorize or prohibit PLD usage for health, safety or emergency reasons.

Employees using PLDs while at school, during school or district-sponsored activities are subject to the rules and regulations outlined in this policy and Acceptable Use Agreement, and are accountable for their use. Employees are expected to follow the rules set forth in District Board policies, District administrative regulations, California Education Code and their school's employee handbook as well as State and Federal law in their use of PLDs and the District's technology resources.

The school reserves the right to inspect an employee's PLD if there is reason to believe that the employee has violated Board policies and administrative regulations, California Education Code, school rules or has engaged in other misconduct while using their PLD. Employees using a PLD must have a TUSD Acceptable Use Agreement (AUA) signed and on file electronically. Violations of this policy by an employee will result in disciplinary action and may result in confiscation of the PLD.

The District will not be liable for the loss, damage, theft, or misuse of any PLD brought to school by an employee in any of the circumstances or in any of the environments mentioned in this policy. The District does not insure personal property. The District will bear no responsibility or provide technical support, troubleshooting, or repair of PLDs owned by anyone other than the District. Costs for the use of data and applications on the aforementioned PLDs will be the sole responsibility of the employee. Employees may bring PLDs to school at their own risk, just like any other personal items.

The District holds high expectations for employee behavior, academic integrity, and the responsible and appropriate use of technology devices such as cellular phones,

EMPLOYEE USE OF TECHNOLOGY

digital picture/video cameras and/or phones and other PLDs capable of capturing and/or transmitting data or images. Employees who possess and/or use such devices during the school day; in/on district buildings, district property, district vehicles or contracted vehicles; during transport to/from school; while attending school sponsored activities during the school day; and/or during any/all school sponsored activities generally, will demonstrate the greatest respect for the educational environment and the rights and privacy of all individuals within the school community.

Employees will not photograph, videotape, or record other individuals at school, on school district property, on school buses, or at school-sponsored activities without their knowledge and consent, except for activities considered to be in the public arena such as sporting events or public performances, or for health, safety or emergency purposes. Use of PLDs are prohibited in the nurses' office, guidance office, school office, restrooms, locker rooms and other areas where privacy is expected, unless school personnel in charge specifically permit use of the PLDs, in which case, the device may be used **ONLY** to the extent and in the manner that permission was expressly granted.

The employee may not use the devices to record, transmit or post photos or video of a person or persons on District and school property. Images or video must not be recorded at school or be transmitted or posted at any time without the express permission of the individual or for health, safety or emergency purposes.

Audio recording will be consistent with state/federal laws. The unauthorized employee recording of oral communications of any individual(s) possessing an expectation that such communications will not be recorded is prohibited and may be punishable under federal and state laws.

Technology Acceptable Use Agreement

The following pages include the Acceptable Use Agreement.

Revised: 05/30/2012

Board Adopted: 06/29/2012

Revised: 04/17/2013

TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA) NETWORK AND COMPUTER RELATED RESOURCES

(Based on BP/AR 4040 and BP/AR 6163.4)

In exchange for the use of the Tracy Unified School District (TUSD) computer systems and data communication networks, either locally attached or through remote connection on or near school property, in school vehicles and buses, and at school-sponsored activities, the following agreement will apply. **Please read this document carefully.** It is a legally binding agreement when signed. The guardian/parent must sign when the user is under 18 years of age.

The use of the TUSD network/computer system is a privilege for which users accept responsibility. Each user must act in an appropriate manner consistent with TUSD Board of Education policies, California Education Code, and other local, state and federal laws and regulations governing the applicable matter. It is intended to provide Internet and technological resources to:

- Support learning
- Promote educational excellence and innovation
- Improve administrative efficiency
- Increase opportunities for communication and communicate with others in furtherance of the user's education
- Conduct research and provide additional resources for general information
- Result in more timely and accurate information
- Increase opportunities for professional/personal growth
- Enhance parent involvement

The TUSD network/computer system is shared and available to all registered users. The system may not be used in a way as to disrupt or interfere with its use by others. Inappropriate use of the system includes, but is not limited to:

- Virtual and physical damage, vandalism or theft of equipment as well as theft, piracy or altering of software.
- Theft of services, including connection of unauthorized network/computer equipment to the system.
- Installation of non-approved software/programs, or the download and installation of software/programs on District computers or network communication systems.
- Use of the system to communicate unlawful information or to transmit computer viruses.
- Accessing or communicating information which is pornographic, obscene, sexist, racist or abusive.
- Access or communication of "Harmful matter" as defined by California Penal Code 313.
- Violation of copyright law and Plagiarism of ideas or information.
- Use of the system for anonymous access or communication of information.
- Use of the system for commercial purposes or for political campaigning.
- Other conduct deemed objectionable by the Tracy Unified School District.
- Any violations of the classroom rules, school conduct code, educational code, or penal code.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

Students, parents/guardians, and District Staff shall recognize that the nature of the use of District technological resources extends outside of the school itself and into off-campus remote locations such as homes. The District's jurisdiction to enforce student behavior and discipline policies, and rules shall apply whether the misuse or violation is at school or away from school as long as the District's technological resources are being used in the inappropriate behavior.

The District will log the use of all systems and monitor all system utilization. Any and all information on the TUSD networks, with the exception of student and personnel records is **not** deemed private. Digital storage is TUSD property. All District computers will comply with A.R.S. 34-501 (enacted, 1999) (access to materials harmful to minors) and all District employees are required to comply with the Family Education and Privacy Rights Act of 1974 (disclosure of personally identifiable information). Student names will be included as part of their network user/email accounts. The Superintendent or designee will determine what is appropriate use of technology resources and their decision is final. The TUSD reserves the rights to any materials stored in files, and will remove any material which the Superintendent or designee may believe to be unlawful, obscene, pornographic, abusive, or otherwise objectionable. The system may not be used to obtain, view, download, or otherwise gain or provide access to such materials. The Superintendent or designee will refer for disciplinary action anyone who does not comply with the provisions of this agreement. Cancellation of user privileges will be at the discretion of the staff after application of due process.

The Tracy Unified School District will not be held responsible for any damages suffered by the user, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data and exposure to potentially harmful or inappropriate material sustained or incurred in connection with the use, operation, or inability to use the system. The TUSD specifically denies any responsibility for the accuracy or quality of information obtained electronically. Use of any information obtained electronically is at the risk of the user. The District assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices, if such devices are damaged, lost or stolen. The user, or user's parent/guardian, shall indemnify and hold TUSD harmless from any losses sustained as the result of use or misuse of the District's technological resources by the user, and/or the loss or damage of personal technology.

One of the services available through the TUSD network/computer system is the Internet. The Internet, a community of network systems, is not governed by any entity. The District does not have control over the kind or quality of the information that is accessible to Internet users. It is not feasible to limit access to all materials or all emails that a parent/guardian might consider inappropriate; therefore, inappropriate use is the responsibility of the user.

TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES
(Based on BP/AR 4040 and BP/AR 6163.4)

Not all access to the Internet can be supervised. Users agree not to send, access, submit, publish, display or print over the Internet or TUSD network, or using TUSD technology resources, any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, offensive or illegal material. Cyberbullying is specifically prohibited. It shall be the user's responsibility to report the inappropriate use, web site, or communications to teachers or other District Staff.

The use of TUSD network/computer system requires that all users abide by the following rules:

- Be polite, do not send or respond to abusive, harassing, or suggestive messages to anyone. Report such messages.
- Respect (do not access, delete, move, or alter) anyone else's files and/or data.
- Use appropriate language. Do not swear, use vulgarities, or express yourself in any other inappropriate language.
- Communication advocating, encouraging or supporting illegal activities is strictly forbidden.
- Copyright, trademark and/or registered laws must be adhered to at all times. All materials from the Internet and other digital resources, including graphics, must be properly cited.
- Respect the privacy of all users. Do not reveal the personal address or phone numbers of yourself or anyone else.
- District e-mail accounts are not private. TUSD e-mail is operated for and by the District.
- Respect the originator of email and do not forward e-mail messages or information without permission.
- Individuals will ONLY use authorized accounts they have been personally issued.
- All users must keep their account passwords confidential.
- Do not send "junk", "mass", or "spam" email.
- Do not use a modem connected to a TUSD computer or network.
- Access to the Internet or other District network communication systems from personal technology is limited to wireless access points on the school campuses. Access to the Internet or other District network communication systems from personal technology is not available via hardwire connections.

The Tracy Unified School District computer system is intended for the exclusive use of its registered users who are responsible for their password and their accounts. Any problems which arise from the use of the account are the responsibility of the account holder. Any misuse of the account or system will result in disciplinary action and/or the suspension or cancellation of privileges. Use of the account by someone other than the registered user will be grounds for cancellation and/or may result in disciplinary action.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

The following two sections are for students and their parents and REQUIRE SIGNATURES.

STUDENT AGREEMENT

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand its provisions. I accept responsibility for the appropriate use of the TUSD computer system as outlined in this agreement and that violations will result in disciplinary and if appropriate criminal action. I understand that misuse of the system will result in disciplinary action and/or the cancellation of privileges. I agree to report any misuse to a teacher or District administrator.

Student (PRINT NAME)

Student ID #

School Site

Signature

Date

PARENT/GUARDIAN AGREEMENT

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand the responsibility my child has for the use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I accept full responsibility for my child's use. I also agree to report any misuse of the system to a teacher or District administrator.

Parent/Guardian (PRINT NAME)

Signature

Date

===== The section below is for TUSD employees and REQUIRES a SIGNATURE =====

TUSD TEACHER/STAFF MEMBER AGREEMENT

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and agree to instruct the users for whom I have responsibility in the acceptable use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I cannot be held responsible for student access to technology resources for their individual work or in the context of another class. I agree to report any misuse of the system to a District administrator.

I understand and accept responsibility for supporting the provisions of this agreement with all users and for personally abiding by the rules of this agreement in my own use of the TUSD network and computer system.

Teacher/Staff Member
(PRINT NAME)

School Site or
Department

Staff ID #

Job/Title

Signature

Date

TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA) RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS

(Basado en BP/AR 4040 y BP/AR 6163.4)

A cambio del uso de la red de comunicación de datos y las sistemas computarizados del Distrito Escolar Unificado de Tracy (TUSD), ya sea localmente conectado o por conexión remota en o cerca de la propiedad de la escuela, en autobuses y vehículos de la escuela y en actividades patrocinadas por la escuela, el siguiente acuerdo deberá aplicarse. **Les suplicamos leer este documento cuidadosamente.** Una vez firmado se convierte en un acuerdo legal obligatorio. Asimismo, el padre/tutor deberá firmar cuando el usuario es menor de 18 años de edad.

El uso del sistema de la red/sistema computarizado de TUSD es un privilegio por el cual los usuarios aceptan la responsabilidad. Cada usuario debe actuar de manera adecuada y coherente con las políticas de la Mesa Directiva del Distrito, el código de educación de California y otras leyes locales, estatales y federales y reglamentos que rigen la materia aplicable. La intención es de proporcionar Internet y recursos tecnológicos para:

- Apoyar el aprendizaje
- Promover la innovación y la excelencia educativa
- Mejorar la eficacia administrativa
- Aumentar las oportunidades para la comunicación y comunicarse con otras personas en el fomento de la educación del usuario
- Realizar investigaciones y proporcionar recursos adicionales para obtener información general
- Resultar en más información oportuna y exacta
- Aumentar las oportunidades de desarrollo profesional y personal
- Aumentar la participación de los padres

El uso del sistema de la red/sistema de computación de TUSD deberá compartirse y estar disponible para todos los usuarios registrados. El sistema de computación no deberá usarse en tal manera que interrumpa o interfiera con el uso los demás. El uso inadecuado del sistema incluye, pero no se limita a:

- Daño físico y virtual, vandalismo o robo del equipo, así como robo, piratería o alteración de software.
- Robo de los servicios, incluyendo la conexión de una red/ equipo de computación no autorizado al sistema.
- Instalación de software/programas no autorizada, o la descarga e instalación de programas en equipo o sistemas de comunicación de red del distrito.
- Uso del sistema para comunicar información ilegal o para transmitir virus de computación.
- Acceso a información que es pornográfico, obsceno, sexista, racista o abusivo.
- Acceso o información de "Materia Perjudicial" según se define en el Código Penal 313 de California.
- Violación de la ley de los derechos de autor y Plagio de ideas o información.
- Uso del sistema para acceso anónimo o comunicación de información.
- Uso del sistema para propósitos comerciales o para campañas políticas.
- Otra conducta que del Distrito Escolar Unificado de Tracy juzgue censurable.
- Cualquier violación de las reglas del salón de clase, código de conducta escolar, código de educación o código penal.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**

(Basado en BP/AR 4040 y BP/AR 6163.4)

Estudiantes, padres o tutores y personal de Distrito reconocerá que la naturaleza del uso de recursos tecnológicos de distrito se extiende fuera de la propia escuela y en ubicaciones remotas fuera del campus, como casas. Jurisdicción del distrito para aplicar el comportamiento del estudiante y las normas y políticas de disciplina se aplicará sino el abuso o la violación es en la escuela o fuera de la escuela si recursos tecnológicos del distrito se utilizan en el comportamiento inadecuado.

El Distrito mantiene un registro del uso de todos los sistemas y controla todo uso del sistema. Cualquier y toda la información de la red informática de TUSD, con excepción de los expedientes de los alumnos y el personal **no** se consideran privada. Almacenamiento de información digital es propiedad TUSD. Todos las computadoras de distrito cumplirán con A.R.S. 34-501 (legislada, 1999) (acceso a materiales perjudiciales para menores) y todos los empleados del Distrito deben cumplir con la Ley de los Derechos de Educación y Privacidad de la Familia de 1974 (revelar información que identifique personalmente). Los nombres de los alumnos se incluirán como parte de la cuenta de su red/cuenta de usuario de correo electrónico. El superintendente o designado determinará lo que es apropiado para el uso de los medios de tecnología y su decisión es final. El TUSD se reserva los derechos de cualquiera material almacenado en los expedientes y removerá cualquier material el cual crea que es ilegal, obsceno, pornográfico, abusivo o de otra manera censurable. El sistema no deberá usarse para obtener, ver, descargar, o de otra manera obtener o proporcionar acceso a tales materiales. El superintendente o designado referirá para acción disciplinaria a cualquier individuo que cumple no acate las provisiones de este acuerdo. La cancelación del uso de los privilegios será a la discreción del personal después de aplicar el proceso legal debido.

El Distrito Escolar Unificado de Tracy no se hará responsable por cualquier daño sufrido por el usuario, incluyendo lo que resulta de no entrega, 'mis-deliveries', o interrupciones de servicio, uso no autorizado, pérdida de datos y la exposición a materiales potencialmente dañino o inadecuado, experimentado o incurrido en conexión con el uso, operación o incapacidad del uso del sistema. El Distrito Escolar Unificado de Tracy no se hace responsable por la exactitud o calidad de información obtenida electrónicamente. El uso de cualquier información obtenida electrónicamente es al riesgo del usuario. El distrito no asume ninguna responsabilidad para tecnología personal, incluyendo computadoras, teléfonos inteligentes, dispositivos de acceso de red o otros dispositivos de señalización electrónicas, si dichos dispositivos están dañados, perdidos o robados. El usuario o padre/tutor del usuario, deberá indemnizar y eximir inofensivo TUSD de las pérdidas sufridas como consecuencia del uso o mal uso de los recursos tecnológicos del distrito por el usuario, o la pérdida o daño de tecnología personal.

Uno de los servicios disponibles a través del sistema de computación del Distrito Escolar Unificado de Tracy es el Internet. El Internet es una sistema de red de comunicaciones, que no lo gobierna ninguna entidad. El Distrito no tiene control sobre la clase o calidad de información que es accesible a los usuarios de Internet. No es factible limitar el acceso de materiales o todos los correos electrónicos que un padre/tutor pueda considerar inadecuado, por lo tanto, el uso inapropiado es responsabilidad del usuario.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**

(Basado en BP/AR 4040 y BP/AR 6163.4)

No todo el acceso a Internet puede ser supervisado. Los usuarios se comprometen a no enviar, acceder, presentar, publicar, mostrar o imprimir en la red Internet o TUSD, o usando de recursos de tecnología de TUSD, cualquier materia difamatorio, inexacto, abusivo, obsceno, profano, sexualmente orientado, amenazante, ofensivo o ilegal. Ciberacoso está específicamente prohibida. Será responsabilidad del usuario informar el uso, sitio web o las comunicaciones inadecuados a los profesores y demás personal del distrito.

El uso del sistema de la red/computación de TUSD requiere que todos los usuarios respeten las siguientes reglas:

- Ser cortés. No mandar o responder a mensajes abusivos, de acoso o sugestivos a nadie. Reportar tales mensajes.
- Respetar (no tener acceso, borrar, mover o alterar) los expedientes o información de otros.
- Usar lenguaje apropiado. No maldecir, usar vulgaridades o expresarse con cualquier tipo de lenguaje inadecuado.
- La comunicación defendiendo, estimulando o apoyando las actividades ilegales está estrictamente prohibido.
- Copyright, marca registrada o leyes registradas deben respetarse en todo momento. Todos los materiales de la Internet y otros recursos digitales, incluyendo gráficos, deben citarse correctamente.
- Respetar la privacidad de todos los usuarios. No revelar tu dirección o teléfono personal o la de nadie más.
- El correo electrónico de distrito no es privado. El correo electrónico de TUSD es operado por y para el Distrito.
- Respetar el originario del correo electrónico y no reenviar mensajes de correo electrónico o información sin permiso.
- Los individuos usarán UNICAMENTE las cuentas autorizadas que se les haya dado para uso personal.
- Todos los usuarios deben mantener sus contraseñas de cuenta confidenciales.
- No mandar correo "basura (junk)", "mass" o "spam".
- No usar un módem conectado a una red o computadora de TUSD.
- Acceso a Internet o a otros sistemas de comunicación de red de distrito desde tecnología personal está limitada a puntos de acceso inalámbrico en los campus de la escuela. Acceso a Internet o a otros sistemas de comunicación de red del Distrito de tecnología personal no está disponible a través de conexiones "hardwire".

El sistema de computación del Distrito Escolar Unificado de Tracy es para el uso exclusivo de los usuarios registrados los cuales son responsables por su contraseña y sus cuentas. Cualquier problema con el uso de la cuenta es la responsabilidad del usuario de la cuenta. Cualquier uso inadecuado de la cuenta o sistema resultará en acción disciplinaria y/o la suspensión o cancelación de privilegios. El uso de la cuenta por alguien que no sea el usuario registrado dará motivos de cancelación y/o resultará en una acción disciplinaria.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

Las dos secciones siguientes son para los estudiantes y sus padres y requieren firmas.

ACUERDO DEL ESTUDIANTE

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS" (06/2012) y entiendo sus provisiones. Acepto la responsabilidad para el uso apropiado del sistema de computación de TUSD como está delineado en el presente acuerdo y que las violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. Entiendo que uso inadecuado del sistema resultará en una acción disciplinaria y la cancelación de privilegios. Estoy de acuerdo en reportar cualquier uso del sistema inadecuado a un administrador.

Alumno (LETRA DE MOLDE)	Alumno de Identificación	Escuela	Firma	Fecha

PADRE/TUTOR ACUERDO

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS" (06/2012) y entiendo la responsabilidad que mi hijo(a) tiene para el uso del sistema computarizado de TUSD y que violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. Acepto la responsabilidad total por el uso del sistema por mi hijo. Asimismo estoy de acuerdo en reportar cualquier uso inadecuado del sistema al administrador.

Padre/Tutor (LETRA DE MOLDE)	Firma	Fecha

===== La sección a continuación es para empleados TUSD y requiere una firma =====

ACUERDO DE MIEMBRO DEL PERSONAL DOCENTE DE TUSD

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS" (06/2012) y estoy de acuerdo en enseñar a los usuarios por los cuales soy responsable sobre el uso aceptable del sistema computarizado del TUSD y en que las violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. No puedo ser responsable por el acceso del alumno a los medios de tecnología del trabajo individual o en el contexto de otra clase. Estoy de acuerdo en reportar el uso inadecuado del sistema a un administrador.
Entiendo y acepto la responsabilidad de apoyar las provisiones de este acuerdo con todos los usuarios y de cumplir personalmente con las reglas de este acuerdo para mi uso personal del sistema de computación del TUSD.

Maestro/Personal (LETRA DE MOLDE)	Escuela / Departamento	Personal de Identificación	Posición/Título	Firma	Fecha



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: April 15, 2013
SUBJECT: Acknowledge Revised Administrative Regulation 6163.4, Student Use of Technology (First Reading)

BACKGROUND: Given the high cost of mobile computer devices and limited District and school budgets, the District does not have a 1:1 ratio of mobile computer devices for students or employees. By allowing students and employees to use Personal Learning Devices (PLDs), such as smart phones, in the classroom, teachers and students will be permitted to use their own devices to support the students' learning. Using personal learning devices will allow the technology to be integrated into the learning process.

RATIONALE: AR 6163.4 has been updated to reflect modifications that include student use of Personal Learning Devices in a learning environment. This supports District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

FUNDING: N/A.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 6163.4, Student Use of Technology (First Reading)

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

STUDENT USE OF TECHNOLOGY

The Superintendent or designee shall oversee the maintenance of the districts technological resources and may establish guidelines and limits on their use. All instructional staff shall receive a copy of this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of district Staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

District staff shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

Online/Internet Services: User Obligations and Responsibilities

Students are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Students shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others

STUDENT USE OF TECHNOLOGY

when using email, chat rooms, or other forms of direct electronic communication. Students also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other personally identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
6. Students shall not use the system to engage in commercial or other for-profit activities.
7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.
9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
11. Students shall report any security problem or misuse of the services to a teacher or principal.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

Whenever a student is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a

STUDENT USE OF TECHNOLOGY

student's user privileges or increase supervision of the student's use of the district's technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

Personal Learning Devices (PLD)

A personal learning device (PLD) is defined as a student owned wireless and/or portable piece of equipment that may include, but is not limited to: laptops, netbooks, E-Reader, tablets/slates, cell phones, smart phones, Internet and/or text ready devices, and any other Internet-enabled communication devices or other new technologies developed that are capable of connecting to the District's wireless network or other independent mobile network. Gaming devices are not PLDs and are not allowed on District and school property. Recharging devices is not the responsibility of the school, but rather the sole responsibility of the student. PLDs shall be charged prior to bringing the device to school. A PLD is an option that is available to any and all students and in which may be used in-addition to traditional means of delivering an education to students. Students shall not be required to bring a PLD to school for educational learning. Students shall not share usage of their PLD with other students. Enhanced access to digital educational resources by expanding the use of PLDs will always be subject to the supervision and authority of teachers and administration.

With a classroom teacher's expressed permission, students may use a PLD connected to the District's wireless guest network in class to access the Internet and District educational digital resources for the purposes of participating in educational or instructional activities. Students may use PLDs in the learning environment for such tasks as research, collaboration, document creation/editing, calculator, class notes, vocabulary development, conversion tables, maps, graphing exercises, project enhancement, planner/calendar, surveys and polling.

The District will provide filtered, authenticated, wireless access to the Internet and other District resources for students using PLDs. The District forbids student access to the Internet through an unfiltered, unapproved wired, wireless, or cellular connection on a PLD in any of the circumstances and in any of the environments listed as follows: during the school day; in/on district buildings, district property, district vehicles or contracted vehicles; during transport to/from school; while attending school sponsored activities during the school day; and/or during any/all school sponsored activities. The Childrens' Internet Protection Act requires active filtering of all network and Internet access for all public schools. Students shall not use an independent wireless mobile carrier's data connection to access the Internet or District's educational digital resources.

STUDENT USE OF TECHNOLOGY

Students shall connect only one PLD to the District's guest network at any one time. Use of 3G and 4G wireless Internet connections are expressly forbidden while at school. Games, music or other entertainment on a PLD is prohibited in the classroom. All audio shall be muted and headphones are prohibited during instructional time unless such activity is explicitly approved by the classroom teacher. Students shall not print from PLDs. Students shall not configure PLDs in a way that depicts inappropriate material or language (i.e. screensavers, backgrounds, icons, etc.). Students shall not display inappropriate material or language on a PLD's device, case, cover, etc. All PLDs shall be turned off and out of sight in classrooms, libraries, assemblies, and all other learning environments except with a classroom teacher's expressed permission. The student must comply with a teacher's or administrator's requests to shut down the device or close the screen. Students shall not call, send or receive text messages, or electronically communicate with others from their PLD, including other students, parents, guardians, friends, and family during educational or instructional time unless directed by a teacher or administrator during a school emergency. PLDs shall not be permitted when there is a substitute teaching the class.

Students will not use PLDs in any way that may cause Administration or teachers to question whether the student may be cheating on tests or academic work or violating copyright policy. Use of PLDs is prohibited during all state, federal, District, classroom or any other administered test.

District and school administration shall be authorized to determine other, non-instructional locations for use of PLDs, and may authorize or prohibit PLD usage for health, safety or emergency reasons.

Students using PLDs while at school, during school or district-sponsored activities are subject to the rules and regulations outlined in this policy and Acceptable Use Agreement, and are accountable for their use. Students are expected to follow the rules set forth in District Board policies, District administrative regulations, California Education Code and their school's student handbook as well as State and Federal law in their use of PLDs and the District's technology resources.

The school reserves the right to inspect a student's PLD if there is reason to believe that the student has violated Board policies and administrative regulations, California Education Code, school rules or has engaged in other misconduct while using their PLD. Students using a PLD must have a TUSD Acceptable Use

STUDENT USE OF TECHNOLOGY

Agreement (AUA) signed and on file electronically. Violations of this policy by a student will result in disciplinary action and may result in confiscation of the PLD.

The District will not be liable for the loss, damage, theft, or misuse of any PLD brought to school by a student in any of the circumstances or in any of the environments mentioned in this policy. The District does not insure personal property. The District will bear no responsibility or provide technical support, troubleshooting, or repair of PLDs owned by anyone other than the District. Costs for the use of data and applications on the aforementioned PLDs will be the sole responsibility of the student. Students may bring PLDs to school at their own risk, just like any other personal items.

The District holds high expectations for student behavior, academic integrity, and the responsible and appropriate use of technology devices such as cellular phones, digital picture/video cameras and/or phones and other PLDs capable of capturing and/or transmitting data or images. Students who possess and/or use such devices during the school day; in/on district buildings, district property, district vehicles or contracted vehicles; during transport to/from school; while attending school sponsored activities during the school day; and/or during any/all school sponsored activities generally, will demonstrate the greatest respect for the educational environment and the rights and privacy of all individuals within the school community.

Camera use and video recording are strictly prohibited at school except with a classroom teacher's expressed permission for educational purposes. Students will not photograph, videotape, or record other individuals at school, on school district property, on school buses, or at school-sponsored activities without their knowledge and consent, except for activities considered to be in the public arena such as sporting events or public performances. Use of PLDs are prohibited in the nurses' office, guidance office, school office, restrooms, locker rooms and other areas where privacy is expected, unless school personnel in charge specifically permit use of the PLDs, in which case, the device may be used ONLY to the extent and in the manner that permission was expressly granted.

The student may not use the devices to record, transmit or post photos or video of a person or persons on District and school property. Images or video must not be recorded at school or be transmitted or posted at any time without the express permission of a teacher.

STUDENT USE OF TECHNOLOGY

Audio recording will be consistent with state/federal laws. The unauthorized student recording of oral communications of any individual(s) possessing an expectation that such communications will not be recorded is prohibited and may be punishable under federal and state laws.

Technology Acceptable Use Agreement

The following pages include the Acceptable Use Agreement.

Board Adopted: 06/29/2012

Revised: 04/17/2013

TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA) NETWORK AND COMPUTER RELATED RESOURCES

(Based on BP/AR 4040 and BP/AR 6163.4)

In exchange for the use of the Tracy Unified School District (TUSD) computer systems and data communication networks, either locally attached or through remote connection on or near school property, in school vehicles and buses, and at school-sponsored activities, the following agreement will apply. **Please read this document carefully.** It is a legally binding agreement when signed. The guardian/parent must sign when the user is under 18 years of age.

The use of the TUSD network/computer system is a privilege for which users accept responsibility. Each user must act in an appropriate manner consistent with TUSD Board of Education policies, California Education Code, and other local, state and federal laws and regulations governing the applicable matter. It is intended to provide Internet and technological resources to:

- Support learning
- Promote educational excellence and innovation
- Improve administrative efficiency
- Increase opportunities for communication and communicate with others in furtherance of the user's education
- Conduct research and provide additional resources for general information
- Result in more timely and accurate information
- Increase opportunities for professional/personal growth
- Enhance parent involvement

The TUSD network/computer system is shared and available to all registered users. The system may not be used in a way as to disrupt or interfere with its use by others. Inappropriate use of the system includes, but is not limited to:

- Virtual and physical damage, vandalism or theft of equipment as well as theft, piracy or altering of software.
- Theft of services, including connection of unauthorized network/computer equipment to the system.
- Installation of non-approved software/programs, or the download and installation of software/programs on District computers or network communication systems.
- Use of the system to communicate unlawful information or to transmit computer viruses.
- Accessing or communicating information which is pornographic, obscene, sexist, racist or abusive.
- Access or communication of "Harmful matter" as defined by California Penal Code 313.
- Violation of copyright law and Plagiarism of ideas or information.
- Use of the system for anonymous access or communication of information.
- Use of the system for commercial purposes or for political campaigning.
- Other conduct deemed objectionable by the Tracy Unified School District.
- Any violations of the classroom rules, school conduct code, educational code, or penal code.

TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES
(Based on BP/AR 4040 and BP/AR 6163.4)

Students, parents/guardians, and District Staff shall recognize that the nature of the use of District technological resources extends outside of the school itself and into off-campus remote locations such as homes. The District's jurisdiction to enforce student behavior and discipline policies, and rules shall apply whether the misuse or violation is at school or away from school as long as the District's technological resources are being used in the inappropriate behavior.

The District will log the use of all systems and monitor all system utilization. Any and all information on the TUSD networks, with the exception of student and personnel records is **not** deemed private. Digital storage is TUSD property. All District computers will comply with A.R.S. 34-501 (enacted, 1999) (access to materials harmful to minors) and all District employees are required to comply with the Family Education and Privacy Rights Act of 1974 (disclosure of personally identifiable information). Student names will be included as part of their network user/email accounts. The Superintendent or designee will determine what is appropriate use of technology resources and their decision is final. The TUSD reserves the rights to any materials stored in files, and will remove any material which the Superintendent or designee may believe to be unlawful, obscene, pornographic, abusive, or otherwise objectionable. The system may not be used to obtain, view, download, or otherwise gain or provide access to such materials. The Superintendent or designee will refer for disciplinary action anyone who does not comply with the provisions of this agreement. Cancellation of user privileges will be at the discretion of the staff after application of due process.

The Tracy Unified School District will not be held responsible for any damages suffered by the user, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data and exposure to potentially harmful or inappropriate material sustained or incurred in connection with the use, operation, or inability to use the system. The TUSD specifically denies any responsibility for the accuracy or quality of information obtained electronically. Use of any information obtained electronically is at the risk of the user. The District assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices, if such devices are damaged, lost or stolen. The user, or user's parent/guardian, shall indemnify and hold TUSD harmless from any losses sustained as the result of use or misuse of the District's technological resources by the user, and/or the loss or damage of personal technology.

One of the services available through the TUSD network/computer system is the Internet. The Internet, a community of network systems, is not governed by any entity. The District does not have control over the kind or quality of the information that is accessible to Internet users. It is not feasible to limit access to all materials or all emails that a parent/guardian might consider inappropriate; therefore, inappropriate use is the responsibility of the user.

TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES
(Based on BP/AR 4040 and BP/AR 6163.4)

Not all access to the Internet can be supervised. Users agree not to send, access, submit, publish, display or print over the Internet or TUSD network, or using TUSD technology resources, any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, offensive or illegal material. Cyberbullying is specifically prohibited. It shall be the user's responsibility to report the inappropriate use, web site, or communications to teachers or other District Staff.

The use of TUSD network/computer system requires that all users abide by the following rules:

- Be polite, do not send or respond to abusive, harassing, or suggestive messages to anyone. Report such messages.
- Respect (do not access, delete, move, or alter) anyone else's files and/or data.
- Use appropriate language. Do not swear, use vulgarities, or express yourself in any other inappropriate language.
- Communication advocating, encouraging or supporting illegal activities is strictly forbidden.
- Copyright, trademark and/or registered laws must be adhered to at all times. All materials from the Internet and other digital resources, including graphics, must be properly cited.
- Respect the privacy of all users. Do not reveal the personal address or phone numbers of yourself or anyone else.
- District e-mail accounts are not private. TUSD e-mail is operated for and by the District.
- Respect the originator of email and do not forward e-mail messages or information without permission.
- Individuals will ONLY use authorized accounts they have been personally issued.
- All users must keep their account passwords confidential.
- Do not send "junk", "mass", or "spam" email.
- Do not use a modem connected to a TUSD computer or network.
- Access to the Internet or other District network communication systems from personal technology is limited to wireless access points on the school campuses. Access to the Internet or other District network communication systems from personal technology is not available via hardwire connections.

The Tracy Unified School District computer system is intended for the exclusive use of its registered users who are responsible for their password and their accounts. Any problems which arise from the use of the account are the responsibility of the account holder. Any misuse of the account or system will result in disciplinary action and/or the suspension or cancellation of privileges. Use of the account by someone other than the registered user will be grounds for cancellation and/or may result in disciplinary action.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

The following two sections are for students and their parents and REQUIRE SIGNATURES.**STUDENT AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand its provisions. I accept responsibility for the appropriate use of the TUSD computer system as outlined in this agreement and that violations will result in disciplinary and if appropriate criminal action. I understand that misuse of the system will result in disciplinary action and/or the cancellation of privileges. I agree to report any misuse to a teacher or District administrator.

Student (PRINT NAME)_____
Student ID #_____
School Site_____
Signature_____
Date**PARENT/GUARDIAN AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand the responsibility my child has for the use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I accept full responsibility for my child's use. I also agree to report any misuse of the system to a teacher or District administrator.

Parent/Guardian (PRINT NAME)_____
Signature_____
Date

===== The section below is for TUSD employees and REQUIRES a SIGNATURE =====

TUSD TEACHER/STAFF MEMBER AGREEMENT

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and agree to instruct the users for whom I have responsibility in the acceptable use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I cannot be held responsible for student access to technology resources for their individual work or in the context of another class. I agree to report any misuse of the system to a District administrator.

I understand and accept responsibility for supporting the provisions of this agreement with all users and for personally abiding by the rules of this agreement in my own use of the TUSD network and computer system.

Teacher/Staff Member
(PRINT NAME)_____
School Site or
Department_____
Staff ID #_____
Job/Title_____
Signature_____
Date

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

A cambio del uso de la red de comunicación de datos y las sistemas computarizados del Distrito Escolar Unificado de Tracy (TUSD), ya sea localmente conectado o por conexión remota en o cerca de la propiedad de la escuela, en autobuses y vehículos de la escuela y en actividades patrocinadas por la escuela, el siguiente acuerdo deberá aplicarse. **Les suplicamos leer este documento cuidadosamente.** Una vez firmado se convierte en un acuerdo legal obligatorio. Asimismo, el padre/tutor deberá firmar cuando el usuario es menor de 18 años de edad.

El uso del sistema de la red/sistema computarizado de TUSD es un privilegio por el cual los usuarios aceptan la responsabilidad. Cada usuario debe actuar de manera adecuada y coherente con las políticas de la Mesa Directiva del Distrito, el código de educación de California y otras leyes locales, estatales y federales y reglamentos que rigen la materia aplicable. La intención es de proporcionar Internet y recursos tecnológicos para:

- Apoyar el aprendizaje
- Promover la innovación y la excelencia educativa
- Mejorar la eficacia administrativa
- Aumentar las oportunidades para la comunicación y comunicarse con otras personas en el fomento de la educación del usuario
- Realizar investigaciones y proporcionar recursos adicionales para obtener información general
- Resultar en más información oportuna y exacta
- Aumentar las oportunidades de desarrollo profesional y personal
- Aumentar la participación de los padres

El uso del sistema de la red/sistema de computación de TUSD deberá compartirse y estar disponible para todos los usuarios registrados. El sistema de computación no deberá usarse en tal manera que interrumpa o interfiera con el uso los demás. El uso inadecuado del sistema incluye, pero no se limita a:

- Daño físico y virtual, vandalismo o robo del equipo, así como robo, piratería o alteración de software.
- Robo de los servicios, incluyendo la conexión de una red/ equipo de computación no autorizado al sistema.
- Instalación de software/programas no autorizada, o la descarga e instalación de programas en equipo o sistemas de comunicación de red del distrito.
- Uso del sistema para comunicar información ilegal o para transmitir virus de computación.
- Acceso a información que es pornográfico, obsceno, sexista, racista o abusivo.
- Acceso o información de "Materia Perjudicial" según se define en el Código Penal 313 de California.
- Violación de la ley de los derechos de autor y Plagio de ideas o información.
- Uso del sistema para acceso anónimo o comunicación de información.
- Uso del sistema para propósitos comerciales o para campañas políticas.
- Otra conducta que del Distrito Escolar Unificado de Tracy juzgue censurable.
- Cualquier violación de las reglas del salón de clase, código de conducta escolar, código de educación o código penal.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

Estudiantes, padres o tutores y personal de Distrito reconocerá que la naturaleza del uso de recursos tecnológicos de distrito se extiende fuera de la propia escuela y en ubicaciones remotas fuera del campus, como casas. Jurisdicción del distrito para aplicar el comportamiento del estudiante y las normas y políticas de disciplina se aplicará sino el abuso o la violación es en la escuela o fuera de la escuela si recursos tecnológicos del distrito se utilizan en el comportamiento inadecuado.

El Distrito mantiene un registro del uso de todos los sistemas y controla todo uso del sistema. Cualquier y toda la información de la red informática de TUSD, con excepción de los expedientes de los alumnos y el personal **no** se consideran privada. Almacenamiento de información digital es propiedad TUSD. Todos las computadoras de distrito cumplirán con A.R.S. 34-501 (legislada, 1999) (acceso a materiales perjudiciales para menores) y todos los empleados del Distrito deben cumplir con la Ley de los Derechos de Educación y Privacidad de la Familia de 1974 (revelar información que identifique personalmente). Los nombres de los alumnos se incluirán como parte de la cuenta de su red/cuenta de usuario de correo electrónico. El superintendente o designado determinará lo que es apropiado para el uso de los medios de tecnología y su decisión es final. El TUSD se reserva los derechos de cualquiera material almacenado en los expedientes y removerá cualquier material el cual crea que es ilegal, obsceno, pornográfico, abusivo o de otra manera censurable. El sistema no deberá usarse para obtener, ver, descargar, o de otra manera obtener o proporcionar acceso a tales materiales. El superintendente o designado referirá para acción disciplinaria a cualquier individuo que cumple no acate las provisiones de este acuerdo. La cancelación del uso de los privilegios será a la discreción del personal después de aplicar el proceso legal debido.

El Distrito Escolar Unificado de Tracy no se hará responsable por cualquier daño sufrido por el usuario, incluyendo lo que resulta de no entrega , 'mis-deliveries', o interrupciones de servicio, uso no autorizado, pérdida de datos y la exposición a materiales potencialmente dañino o inadecuado, experimentado o incurrido en conexión con el uso, operación o incapacidad del uso del sistema. El Distrito Escolar Unificado de Tracy no se hace responsable por la exactitud o calidad de información obtenida electrónicamente. El uso de cualquier información obtenida electrónicamente es al riesgo del usuario. El distrito no asume ninguna responsabilidad para tecnología personal, incluyendo computadoras, teléfonos inteligentes, dispositivos de acceso de red o otros dispositivos de señalización electrónicas, si dichos dispositivos están dañados, perdidos o robados. El usuario o padre/tutor del usuario, deberá indemnizar y eximir inofensivo TUSD de las pérdidas sufridas como consecuencia del uso o mal uso de los recursos tecnológicos del distrito por el usuario, o la pérdida o daño de tecnología personal.

Uno de los servicios disponibles a través del sistema de computación del Distrito Escolar Unificado de Tracy es el Internet. El Internet es una sistema de red de comunicaciones, que no lo gobierna ninguna entidad. El Distrito no tiene control sobre la clase o calidad de información que es accesible a los usuarios de Internet. No es factible limitar el acceso de materiales o todos los correos electrónicos que un padre/tutor pueda considerar inadecuado, por lo tanto, el uso inapropiado es responsabilidad del usuario.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**

(Basado en BP/AR 4040 y BP/AR 6163.4)

No todo el acceso a Internet puede ser supervisado. Los usuarios se comprometen a no enviar, acceder, presentar, publicar, mostrar o imprimir en la red Internet o TUSD, o usando de recursos de tecnología de TUSD, cualquier materia difamatorio, inexacto, abusivo, obsceno, profano, sexualmente orientado, amenazante, ofensivo o ilegal. Ciberacoso está específicamente prohibida. Será responsabilidad del usuario informar el uso, sitio web o las comunicaciones inadecuados a los profesores y demás personal del distrito.

El uso del sistema de la red/computación de TUSD requiere que todos los usuarios respeten las siguientes reglas:

- Ser cortés. No mandar o responder a mensajes abusivos, de acoso o sugestivos a nadie. Reportar tales mensajes.
- Respetar (no tener acceso, borrar, mover o alterar) los expedientes o información de otros.
- Usar lenguaje apropiado. No maldecir, usar vulgaridades o expresarse con cualquier tipo de lenguaje inadecuado.
- La comunicación defendiendo, estimulando o apoyando las actividades ilegales está estrictamente prohibido.
- Copyright, marca registrada o leyes registradas deben respetarse en todo momento. Todos los materiales de la Internet y otros recursos digitales, incluyendo gráficos, deben citarse correctamente.
- Respetar la privacidad de todos los usuarios. No revelar tu dirección o teléfono personal o la de nadie más.
- El correo electrónico de distrito no es privado. El correo electrónico de TUSD es operado por y para el Distrito.
- Respetar el originario del correo electrónico y no reenviar mensajes de correo electrónico o información sin permiso.
- Los individuos usarán ÚNICAMENTE las cuentas autorizadas que se les haya dado para uso personal.
- Todos los usuarios deben mantener sus contraseñas de cuenta confidenciales.
- No mandar correo "basura (junk)", "mass" o "spam".
- No usar un módem conectado a una red o computadora de TUSD.
- Acceso a Internet o a otros sistemas de comunicación de red de distrito desde tecnología personal está limitada a puntos de acceso inalámbrico en los campus de la escuela. Acceso a Internet o a otros sistemas de comunicación de red del Distrito de tecnología personal no está disponible a través de conexiones "hardwire".

El sistema de computación del Distrito Escolar Unificado de Tracy es para el uso exclusivo de los usuarios registrados los cuales son responsables por su contraseña y sus cuentas. Cualquier problema con el uso de la cuenta es la responsabilidad del usuario de la cuenta. Cualquier uso inadecuado de la cuenta o sistema resultará en acción disciplinaria y/o la suspensión o cancelación de privilegios. El uso de la cuenta por alguien que no sea el usuario registrado dará motivos de cancelación y/o resultará en una acción disciplinaria.

**TRACY UNIFIED SCHOOL DISTRICT ACUERDO DE USO ACEPTABLE (AUA)
RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS**
(Basado en BP/AR 4040 y BP/AR 6163.4)

Las dos secciones siguientes son para los estudiantes y sus padres y requieren firmas.

ACUERDO DEL ESTUDIANTE

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS" (06/2012) y entiendo sus provisiones. Acepto la responsabilidad para el uso apropiado del sistema de computación de TUSD como está delineado en el presente acuerdo y que las violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. Entiendo que uso inadecuado del sistema resultará en una acción disciplinaria y la cancelación de privilegios. Estoy de acuerdo en reportar cualquier uso del sistema inadecuado a un administrador.

Alumno (LETRA DE MOLDE)	Alumno de Identificación	Escuela	Firma	Fecha

PADRE/TUTOR ACUERDO

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS" (06/2012) y entiendo la responsabilidad que mi hijo(a) tiene para el uso del sistema computarizado de TUSD y que violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. Acepto la responsabilidad total por el uso del sistema por mi hijo. Asimismo estoy de acuerdo en reportar cualquier uso inadecuado del sistema al administrador.

Padre/Tutor (LETRA DE MOLDE)	Firma	Fecha

===== La sección a continuación es para empleados TUSD y requiere una firma =====

ACUERDO DE MIEMBRO DEL PERSONAL DOCENTE DE TUSD

He leído el Acuerdo de Uso Aceptable del Distrito Escolar Unificado de Tracy "RECURSOS RELACIONADOS CON LA RED Y SISTEMAS COMPUTARIZADOS" (06/2012) y estoy de acuerdo en enseñar a los usuarios por los cuales soy responsable sobre el uso aceptable del sistema computarizado del TUSD y en que las violaciones resultarán en acción disciplinaria y si es apropiado, acción criminal. No puedo ser responsable por el acceso del alumno a los medios de tecnología del trabajo individual o en el contexto de otra clase. Estoy de acuerdo en reportar el uso inadecuado del sistema a un administrador.
Entiendo y acepto la responsabilidad de apoyar las provisiones de este acuerdo con todos los usuarios y de cumplir personalmente con las reglas de este acuerdo para mi uso personal del sistema de computación del TUSD.

Maestro/Personal (LETRA DE MOLDE)	Escuela / Departamento	Personal de Identificación	Posición/Título	Firma	Fecha



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 14, 2013
SUBJECT: Approve Revised Job Description for Bilingual (Spanish) Preschool Site Supervisor

BACKGROUND: The existing preschool job descriptions were created in 2006 in response to the opening of the preschool at North School. They were written to include the responsibilities of preschool program staff as well as infant/toddler program staff at the STEPS program. To more accurately reflect the requirements of the position and meet the needs of the STEPS program, the existing early care and education job descriptions were recently modified to become more program specific. The existing job description for early care and educator supervisor that is used for preschool programs still includes references to responsibilities of and tasks completed only by staff at an infant/toddler program.

RATIONALE: The existing job description for early care and educator supervisor does not accurately represent the requirements of the position at a preschool program because it includes references to infant/toddlers and it includes practices that occur in programs with infants and toddlers but not in programs for preschool-age children. In addition, the District preschool programs at North School and South/West Park School serve primarily Spanish-speaking populations; the preschool at South/West Park is a bilingual program and the preschool at North has served a majority of Spanish-speaking students each year since the 2008-2009 school year. It is critical to the success of both programs to have a supervisor that can communicate with families in their home language.

This agenda item meets District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes and District Strategic Goal #6: Develop and Support a High Performing Workforce.

FUNDING: There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$554,952 for the period July 1, 2012 to June 30, 2013 and approximately \$554,952 for expenses to be incurred between July 1, 2013 and June 30, 2014.

RECOMMENDATION: Approve Revised Job Description for Bilingual (Spanish) Preschool Site Supervisor

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: **Bilingual (Spanish) Preschool Site Supervisor** —~~Early Child Care and Development Center~~

DEPARTMENT: Educational Services

POSITION SUMMARY:

A **Bilingual (Spanish) Preschool Site Supervisor** —~~Early Child Care and Development Center~~ is responsible for the supervision, instruction and management of a District ~~early child care and development~~ **Preschool** center. The **Bilingual (Spanish) Preschool Site Supervisor** oversees the daily tasks at the center, **provides instruction**, and gives direction to the staff working in the center along with assisting in other duties related to the operation of the center as assigned. Under the supervision of the Program Administrator, the **Bilingual (Spanish) Preschool Site Supervisor** is responsible for the ~~overall~~ **day-to-day** ~~administration and management of a District early child care and development preschool~~ center. The **Bilingual (Spanish) Preschool Site Supervisor** is required to maintain student records—~~child health records and files~~; provide direction and guidance to other ~~infant/child care~~ **early childhood education** personnel; ~~and assist in providing~~ **provide** an integrated ~~child care~~ **developmentally appropriate early childhood** curriculum **based on current standards for preschool**. ~~; and assist with infant/child care as needed.~~

ESSENTIAL FUNCTIONS:

1. Selects and schedules daily activities for infants and children that build self esteem, physical skills, language development, social interactions and fine motor skills while fostering independence. ~~Maintains lesson plans.~~ **Provides instruction and oversees the day-to-day operations of a District preschool center under the direction of the Program Administrator.**
2. Ensures the facility conforms to licensing requirements and regulations including the reporting of suspected child abuse or neglect and health and safety policies for children and staff.
3. Plans, provides, monitors and models effective instruction for students that is developmentally appropriate and builds cognitive, oral language, physical, emotional, and social skills while fostering independence. Oversees development and implementation of lesson plans.
4. Conducts, monitors, and reviews required assessments on a regular basis to ensure the developmental needs of each student are being met.
5. Inspects center facility, makes necessary changes and requests maintenance to keep all aspects of ~~laboratory~~ **classroom** and play yard in safe condition and in good working order.
6. ~~Sets up lab procedures to carry out~~ Conducts ~~monthly~~ **regularly scheduled** fire drills at ~~signal of administrator~~ which will prepare students and personnel to evacuate children from the center quickly and safely.
7. Prepares staff to deal with emergencies by establishing procedures and training staff.
8. Sets up and directs staff on procedures for daily health checks, control of communicable diseases and head lice. ~~Has at readiness all~~ **Maintains current** emergency information for each child.
9. ~~Receives folders and does follow up with parents until all required information is complete, after staff secures initial information on enrollment. Has final responsibility~~ **Responsible** for maintaining children's **current** required information, **including confidential student files** ~~on file for each child. during enrollment.~~

10. Establishes relationships with parents and encourages and supports parent involvement through workshops, meetings, parent conferences, and other events.
11. Keeps confidential files and follows up with medical and other agencies until results are obtained on referrals.
12. Oversees the general operations of a District early child care and development center under the direction of the Program Administrator.
13. Maintains regular and prompt attendance in the workplace.
14. Performs other related duties as assigned.
15. Must have the ability to communicate in English and Spanish at a level suitable for the position, in both oral and written forms.
16. Supports parents during parenting classes and labs.

SKILLS AND QUALIFICATIONS:

1. ~~Processes applications and registrations including health records, emergency information and special arrangements as necessary.~~
2. ~~Assists in coordination of transportation services.~~
3. ~~Assists in the orientation, supervision and evaluation of ROP students.~~
4. Communicates appropriate information to and seeks assistance from **Program Administrator**. ~~District staff and parents.~~
5. ~~Ensures that the center maximizes both material and human resources by helping develop the program and creating a culture that can provide quality care for infants and children.~~
6. Maintains a warm, ~~accepting and~~ developmentally appropriate **learning** environment which promotes the cognitive, physical, emotional and social development of the **each** child and family.
7. Ensures that individualized, personalized responsive care and affection for each child is provided.
8. Reinforces **Recognizes** and enhances **supports** the role of the parents as the primary educator and caregiver of their child.
9. Maintains awareness of and contact with community members and relevant community agencies.
10. Oversees facility maintenance in relationship to the early child care and development **preschool** center.
11. ~~Ensures the facility conforms to licensing requirements and regulations including the reporting of suspected child abuse or neglect.~~
12. ~~Enforces the center's health and safety policies for children and staff.~~
13. Recognizes early signs of illness **and/or developmental delays** in children and the need for professional assistance.
14. Assists **Program Administrator** in planning staff schedules to allow for breaks and meal periods.
15. ~~Ensures classrooms and outdoor play areas are maintained in a clean and safe child-centered manner.~~
16. Ensures that all appropriate requirements and needs are met in food preparation, storage and menu planning.
17. Attends local or out of town meetings as requested by ~~counselor or principal~~ **Program Administrator**.
18. Plans and participates in individual training and professional growth **as required to maintain a valid permit**.
19. Refers families with health, nutrition, social services, mental health and ~~handicap~~ **developmental** concerns to local resources, ~~or coordinating staff or Program Administrator~~.

20. Upholds confidentiality of parent and child information in all program related matters.
21. Serves as **Program** Administrator's designee.
22. Performs the same duties as other early child care and development preschool center employees when necessary.
23. Performs related duties as assigned.

EDUCATION AND EXPERIENCE:

1. Must have and maintain eligibility for a Site Supervisor (or qualifying) Permit in accordance with **current** criteria established by the California State Department of Education.
2. **Must have an** AA (or 60 units) with 24 ECE/CD units, teacher permit plus 6 units Administration and 2 units adult supervision or BA or higher with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting.
3. **Must possess or be willing to obtain within 30 days of employment a current Infant/Child first aid and Infant/Child CPR certificate.**
4. **Must provide documentation of 15 hours of Health and Safety training as prescribed by Community Care Licensing.**

REQUIRED QUALIFICATIONS

Education/Experience: AA (or 60 units) with 24 ECE/CD units, teacher permit plus 6 units Administration and 2 units adult supervision or BA or higher with 12 units of ECE, plus 3 units supervised field experience in ECE setting.

Personal Qualities: Patient, creative, a leader to staff and a very good example to students. Works well with staff and students. Cooperates with superiors.

Knowledge and Abilities: Ability to organize and plan for daily instruction of students and infants/toddlers. Knowledge of exemplary child development practices.

LICENSES AND OTHER REQUIREMENTS:

Must have and maintain eligibility for a "Site Supervisor Permit" in accordance with criteria established by the California State Department of Education.

Good physical health must be verified by a health screening including a test for tuberculosis.

Must possess or be willing to obtain within 30 days a current Infant and Child first aid and Infant and Child CPR certificate.

Must provide documentation of 15 hours of Health and Safety training as prescribed by Community Care Licensing. Hours from current first aid and CPR certificates count toward this requirement.

Must have current Criminal Record Clearance from the Department of Justice.

Additional permits and/or credentials as required by law.

PHYSICAL REQUIREMENTS:

Employees in this position must be/have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Enter data into a computer terminal/typewriter and operate standard office equipment.
4. See and read a computer screen and printed matter with or without vision aids.
5. Speak, hear, and understand at normal levels and on the telephone with or without hearing aids.
6. Bend, squat, stoop and/or climb.

7. Work on computers for extended periods of time.
8. Reach overhead, grasp, push/pull up to 40 pounds for short distances.
9. Lift and/or carry up to 40 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors **and outdoors** in a standard office and/or **preschool** classroom or other preschool environments and come in direct contact with district staff, both public and private pre-school staff, students and parents.

DAYS OF SERVICE: ~~183~~-**181**

SALARY: Classified Range 36

BOARD APPROVED: **Adopted 9/12/06**

REVISED:



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 14, 2013
SUBJECT: **Approve Revised Job Description for Secretary to the Director of Instructional Media Services and Curriculum**

BACKGROUND: In 2001, the School Board approved creating the Administrative Assistant to the Coordinator of Instructional Media Services. The Administrative Assistant supported the Coordinator of Instructional Media Center. In 2003, the School Board also approved changing the existing position title of Coordinator of Instructional Media Services to the Director of Instructional Media Services and Curriculum. However, the title for the Administrative Assistant was not changed to align with the Director's position. In reviewing the current job description, it was determined that in addition to changing the position title, there was also a need to revise the language of some of the job responsibilities to both align with the changes in technology and to add clarity.

RATIONALE: The Administrative Assistant to the Coordinator of Instructional Media Services has resigned her position effective May 18, 2013. There is a need to update the title and job description for this position so the job description and position title accurately reflect the position and job responsibilities. The change in the job description for this position does not cause any changes to the existing classification or pay scale.

This agenda item meets District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes and District Strategic Goal #6: Develop and Support a High Performing Workforce.

FUNDING: No additional funding required.

RECOMMENDATION: Approve Revised Job Description for Secretary to the Director of Instructional Media Services and Curriculum.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: ~~Administrative Assistant to the Coordinator of Instructional Media Services~~
Secretary to the Director of Instructional Media Services and Curriculum

DEPARTMENT: Instructional Media Services

POSITION SUMMARY:

Under general supervision of the ~~Coordinator of Instructional Media Services~~ **Director of Instructional Media Services and Curriculum**, serves as ~~administrative assistant~~ **Secretary** to the ~~Coordinator of Instructional Services~~ **Director**; performs a wide variety of general and specialized secretarial and clerical tasks and provides support related to Instructional Media Services Department functions and programs.

ESSENTIAL FUNCTIONS:

1. Provides secretarial and clerical support for Instructional Media Services Department staff, including ~~Coordinator~~ **Director** of Instructional Media Services **and Curriculum**, Instructional Media Center (IMC) staff, and K-12 library personnel.
2. Assists with the functions and services provided by the Instructional Media Center, including loading and unloading boxes of library materials and textbooks, filling textbook orders for sites, and other related tasks.
3. Operates and assists others in using a variety of office equipment and **instructional** equipment at the I.M.C. and school libraries, including **but not limited to** computers, printers, facsimile machine, photocopier, laminators, video equipment, **and** digital cameras. etc.
4. Answers phone calls and email, greets ~~patrons~~ **customers**, receives and relays messages, responds to requests for information and assistance regarding department programs.
5. Schedules appointments for ~~Coordinator~~ **the Director**.
6. Prepares, distributes, and maintains correspondence, memos, mailings, and intra-district communications **in both electronic and hard copy formats**.
7. Composes communiqués independently or from notes and/or verbal instruction.
8. Provides secretarial and clerical support to district committees and groups administered by the ~~Coordinator~~ **Director**.
9. Provides support for **various** department programs, **such as the Tracy Read-In. Student Author Faire, Celebrity Readers, Nutrition Connection.** etc.
10. Maintains department files.
11. Prepares ~~library/IMC and instructional materials related~~ reports and documents **related to the I.M.C., libraries and District instructional materials**.
12. Prepares materials and documents as needed by the ~~Coordinator~~ **Director** for District groups; **including such as the** Board of Education, Management Team, ECAM, SCAM, ~~Curriculum Council~~, **and** curriculum committees. etc.
13. Prepares materials and documents needed by the ~~Coordinator~~ **Director** for county, state, and federal requirements and programs, including audit reports, categorical fund reports, grant applications, **and** library documents. etc.
14. Uses a variety of computer ~~applications~~ **programs**, including email, web-based applications, word processing, database management, spreadsheet, accounting, and desktop publishing software for efficient and effective communication and record keeping.
15. Supports staff and library patrons in computer usage and other office-related procedures.
16. Assists in training and directing extra clerical assistants, volunteers, and student helpers in department-related activities/programs.
17. Assists in management of department budgets.
18. ~~Assists in management of department budget.~~

19. Prepares a variety of district forms, including purchase requisitions, **attendance reports**, timesheets, maintenance requests, computer repair requests, **and** budget documents. ~~etc.~~
20. Maintains regular and prompt attendance in the workplace.
21. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. High school diploma or equivalent certificate required. Four years of increasingly responsible secretarial/clerical experience, including word processing, spreadsheets, and database management. Experience working with libraries and school systems desirable. Must pass required District testing.

SKILLS AND QUALIFICATIONS:

1. Knowledge of **current** office methods and procedures.
2. Knowledge of intermediate to advanced elements of correct English usage, grammar, spelling, punctuation, and vocabulary.
3. Ability to type/keyboard at a speed of 55 words per minute from clear copy.
4. Ability to operate standard office, library, and instructional media center equipment.
5. Knowledge of intermediate computer skills including, but not limited to Microsoft software applications, Internet functions, automated library systems, **and** online resources. ~~etc.~~
6. Ability to prioritize and complete **assigned** projects ~~and~~ tasks ~~through to completion~~ with minimal supervision and direction.
7. Ability to learn and apply District rules, regulations, and procedures.
8. Ability to communicate effectively with teachers, administrators, vendors, parents, public, students, staff, and school officials in a wide variety of situations.
9. Ability to compute mathematical calculations with speed and accuracy.
10. Ability to maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

Employees in this position must be able/have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal, operate standard office equipment, and use telecommunications equipment.
3. See and read a computer screen and printed matter with or without vision aids.
4. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
5. Speak so that others may understand at normal levels and on the telephone.
6. ~~Stand, walk, kneel, Bend over,~~ reach overhead, grasp, push, pull **for extended periods of time.**
7. **Stand and/or walk on hard/or uneven surfaces for extended periods of time.**
8. Climb step stools and ladders and reach in all directions to shelve and retrieve materials.
9. Routinely lift/carry boxes of books, instructional materials, supplies, and audiovisual equipment weighing up to 40 pounds at waist height, and occasionally lift/carry boxes of books, supplies, and audiovisual equipment weighing up to 50 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a library media center environment and come in direct contact with students, district staff, and the public.

SALARY: Classified Range 36

Board Approved: 8/28/01

Revised: