

PLEASE BRING THIS COPY OF THE AGENDA TO THE BOARD MEETING. THANK YOU!

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JANUARY 9, 2007

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

Board: G. Crandall, J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison and B. Etcheverry.

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

3.1 Administrative & Business Services:

3.1.1 Conference with Legal Counsel – Anticipated Litigation
Subdivision (a) of Section 54956(b): 1 case

- Board Consideration of Possible Settlement to Avoid Litigation

Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.

3.2 Educational Services:

3.2.1 Findings of Facts: #FF06-07/85, 88, 89, 90

3.2.2 Application for Reinstatement: #AR06-07/31, 32

Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.

3.2.3 Waiver of Expulsion: #WE06-07/7, 8, 9

Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.

3.3 Human Resources:

3.3.1 Consider Leave of Absence Request for Classified Employee #UCL-90,
Pursuant to Article XXIII

Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.

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

Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.

3.3.3 Conference with Labor Negotiator

Agency Negotiator: Jamie Mousalimas,
 Assistant Superintendent of Human Resources
 Employee Organization: CSEA, TEA

3.3.4 Conference with Legal Counsel

- Existing Litigation (G.C. 54956.9)
- TEA v. Tracy Unified School District, No. CV 028756

4. Adjourn to Open Session**5. Call to Order and Pledge of Allegiance****6. Closed Session Issues:**

6a Report Out of Action Taken on Conference with Legal Counsel – Agreement Regarding North School Expansion

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___.

6b Action on Findings of Fact #FF06-07/85, 88, 89, 90

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

6c Report Out of Action Taken on Application for Reinstatement #AR06-07/31, 32

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6d Report Out of Action Taken on Waiver of Expulsion: #WE06-07/7, 8, 9

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6e Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-90, Pursuant to Article XXIII

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of December 12, 2006.

1-6

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

8. Student Representative Reports: None.**9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Recognize South West Park Teacher, Joan Juarez, for Being Selected as News 10 Teacher of the Month for December, 2006

9.2 Poet-Christian School Site Update on Achievements & Activities

10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you, there is a taped record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.

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

11.1 Administrative & Business Services:

- | | | |
|--------|---|------|
| 11.1.1 | Accept Report on 2007-08 Projected Enrollment for Regular Education | 7-8 |
| 11.1.2 | Receive Status Report on Revised Budget for West High School Pool, Stadium and Theater Projects | 9-11 |

11.2 Educational Services:

- | | | |
|--------|--|----|
| 11.2.1 | Receive Report on Supplemental Educational Services (SES) Requirements and Providers | 12 |
|--------|--|----|

12. PUBLIC HEARING: None.

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

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__

13.1 Administrative & Business Services:

- | | | |
|--------|---|-------|
| 13.1.1 | Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 13-16 |
| 13.1.2 | Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval | 17-18 |
| 13.1.3 | Accept Donations | 19-20 |
| 13.1.4 | Approve Budget Development Calendar for 2007-08 Budget Year | 21-22 |

13.2 Educational Services:

- | | | |
|--------|--|-------|
| 13.2.1 | Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services | 23-25 |
| 13.2.2 | Ratify Contract with Therapeutic Pathways, Inc. | 26-28 |
| 13.2.3 | Ratify Master Contract and Individual Services Agreement with Keystone Carmichael, NPS | 29-50 |
| 13.2.4 | Approve Out of State Travel to Albuquerque, New Mexico for Rebecca Frame, Bill Hopman, Mike Woodward and Bruce Sawyer to Attend the National Service Learning Conference on March 28, 2007 | 51 |
| 13.2.5 | Approve Out of State Travel (Redmond, Washington) for Cindy Minter to Attend Microsoft's US Public Sector CIO Summit February 27-March 1 | 52 |
| 13.2.6 | Approve Special Services Contract with Horizon International, LLC to Conduct an Assembly on Teen Truth Bully Prevention on January 17, 2007 | 53-56 |

13.2.7	Approve Overnight Travel for Kirk Brown to Attend the IB Teacher Training Workshop at Rice University, Houston, Texas, From Thursday, March 8 Through Sunday, March 11, 2007	57
13.2.8	Approve Agreement for Special Contract Services with Celemonde! To Facilitate A Towards Equity Seminar at the Beginning Teacher Support and Assessment Induction Program Support Provider/Participating Teacher Meeting on March 15, 2007	58-62
13.2.9	Ratify the Agreement for Special Contract Services with the San Joaquin County Office of Education/External Technical Assistance Team, and Tracy Unified School District for the Purpose of Serving as the External Entity in the Review, Writing and Monitoring of the TUSD LEA Plan Addendum	63-67
13.2.10	Approve Service Agreement for Go the Distance Productions to Present Three Assemblies on January 17, 2007 at Poet-Christian School	68-71
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	72-73
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	74
13.3.3	Ratify Hiring of Two Consultants from CSEA to Provide Staff Development Training Opportunities for Classified Employees on September 22, 2006	75-76
13.3.4	Ratify Agreement for Special Contract Services for Assistant Pep Squad Coach Melanie Doyle for the 2006-07 Season	77-79
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	Accept the 2005-06 Independent Annual Financial Audit	80
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.2	Award Bid to Southern Bleacher Construction Company, Inc., for New Stadium and Pool Spectator Seating for West High School	81
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.2	Educational Services:	
14.2.1	Approve High Priority Schools Grant (HPSGP) Application for Central School	82-104
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3	Human Resources:	
14.3.1	Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to be Compliant with CSBA Guidelines – 2 nd Reading, Intent to Adopt	105-154
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3.2	Approve Revised Job Description for Special Education Accounts Secretary	155-157
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	

14.3.3 Acknowledge Receipt of Tracy Substitute Teachers Organization
Sunshine Proposal for the 2006-2007 School Year

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

14.3.4 Approve the Tentative Agreement Between California School Employees
Association (CSEA) and Tracy Unified School District

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** January 23, 2007
- 17.2** February 13, 2007
- 17.3** February 27, 2007
- 17.4** March 13, 2007
- 17.5** March 27, 2007
- 17.6** April 24, 2007

18. Upcoming Events:

- | | | |
|-------------|--------------------------|--|
| 18.1 | January 15, 2007 | No School, Martin Luther King Day |
| 18.2 | January 31, 2007 | No School, Staff Dev. Day |
| 18.3 | February 12, 2007 | No School, Lincoln's Birthday |
| 18.4 | February 19, 2007 | No School, Presidents' Day |
| 18.5 | March 8, 2007 | All District Drama & Dance Festival,
Tracy High, EB Theatre (7:00 p.m.) |
| 18.6 | March 22, 2007 | All District Music Festival,
West High Gym (7:00 p.m.) |
| 18.7 | April 6-9, 2007 | YRE Spring Break |
| 18.8 | April 6-15, 2007 | Traditional Spring Break |

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, December 12, 2006**

5:30 PM: Vice-President Crandall called the meeting to order and adjourned to closed session.

Roll Call: Board: G. Crandall J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn.
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.

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

Closed Session: **Closed Session Issues:**
6a Action on Findings of Fact #FF06-07/79, 82, 87
Action: Lewis, Vaughn. **Vote:** Yes-6; No-0; Abstain-1(Guzman)
6b Report Out of Action Taken on Consider Discharge of Probationary Classified Employee #UCL-88
Action: This item was pulled from the agenda.
6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-89
Action: **Vote:** Yes-6; No-0; Abstain-1(Guzman)

Employees Present: C. Minter, J. Wakefield, J. Bussey, K. Johnson, H. Calad, K. Proctor, R. Frame, A. Herrington, C. Johannes, R. Call, J. Carter, K. Fistolera, D. Wakefield, R. Soto, C. Anderson-Woo, J. Lopez, B. Harrold, S. Lopez, J. Rodriguez, D. Brown

Press: None.

Visitors Present: West High Football Teams, R. Cole, H. Cole, K. Johnson, J. Heerema, J. Healy, Y Salsedo, L. Valadez, D. Clark, S. Clark, H. Zakers, J. Zakers, G. Gualco,

Minutes: **Approve Regular Minutes of November 28, 2006.**
Action: Swenson, Hawkins. **Vote:** Yes-5; No-0; Abstain-1(Crandall)
Minutes are public information and available for review in the Superintendent's Office during regular business hours.

Student Representative Reports: None.

8.1 Administer Oath of Office
Administer Oath of Office

County Superintendent Dr. Fredrick Wentworth administered the oaths of office to the elected and re-elected board members, Ted Guzman, Kelly Lewis, Tom Hawkins and Gregg Crandall. Dr. Franco thanked Dr. Wentworth for attending our meeting.

8.2 Elect Officers: President: Gregg Crandall; Vice-President: James Vaughn; Clerk: Tom Hawkins.

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

8.3 Appoint Representatives to the following committees:

Budget(J. Feller, T. Hawkins, B. Swenson); CALSSD(G. Crandall); City Schools Liaison(J. Feller, T. Hawkins, B. Swenson, K. Lewis alternate; District Attendance Area(G. Crandall, K. Lewis, B. Swenson; Facilities Advisory(G. Crandall, J. Feller, J. Vaughn, B. Swenson alternate); Facility Use Policy Review(J. Feller, K. Lewis, J. Vaughn, G. Crandall alternate); Family Life (T. Guzman, T. Hawkins); Legislative Action(J. Feller, T. Guzman, J. Vaughn); SJCSBA (T. Guzman, B. Swenson alternate); TAPFFA (K. Lewis, B. Swenson, J. Vaughn); Tracy Learning Center/Ad Hoc Board Member (T. Guzman); Tracy Parks (K. Lewis, J. Vaughn, T. Guzman alternate); Tracy Tomorrow & Beyond(G. Crandall)

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

8.4 Approve Board Meeting Calendar.

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

**Recognition &
Presentation:**

9.1 Recognize Certificated Retirement

Fred Kennedy was unable to attend this evening.

9.2 Recognize the West High School Freshman Football Team for Winning League Title

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, recognized West High's Freshman Football Team and their coaches. They were presented with a certificate by Dr. Franco.

9.3 Recognize the West High School Varsity Football Team for Winning League Title

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, recognized West High's Freshman Football Team and their coaches. They were presented with a certificate by Dr. Franco

9.4 Villalovoz School Site Update on Achievements & Activities

Principal, Lisa Beeso, and the student council presented a Power Point of what's going on at Villalovoz which included Excel, Character Counts, Assemblies, Accelerated Reader and the CATCH Program.

9.5 IGCG School Site Update on Achievements & Activities

Director of IGCG, Janice Bussey, presented a power point which Reviewed the Haunted House which had a total of 672 people in attendance over the Halloween weekend. She also reviewed their PDSA – Plan Do Study Act tool to track interventions. Three IGCG parents spoke about their student’s experience at IGCG.

Hearing of Delegations

None.

Information & Discussion Items:

11.1 Educational Services

11.1.1 Tracy High School FFA National Convention Presentation

Students Allison Emery and Jeff Healey presented a power point which showed pictures of their experience at the national convention.

This item was moved up on the agenda.

11.1.2 Receive Report on George and Evelyn Stein Continuation High School

Principal Cynthia Johannes, and staff Ann Herrington and Juan Lopez reported that with this plan, the school will serve up to 190 continuation students. They also reviewed staffing and the master schedule.

11.1.3 Receive Report on Duncan-Russell Continuation High School

Director of Student Services, Rebecca Frame, presented a Power Point which reviewed the schedule which will make room for up to 40 students, which will be mostly 12th graders. Duncan Russell will continue to be funded and George Stein will receive new continuation funding.

Trustee Crandall left the meeting at 8:33 p.m.

Trustee Crandall returned at 8:36 p.m.

Public Hearing:

None.

Consent Items:

Action: Swenson, Vaughn. **Vote:** Yes-7; No-0.

13.1 Administrative & Business Services:

13.1.1 Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

- 13.1.2 Approve Monthly Budget Adjustment Report
- 13.1.3 Approve Revolving Cash Fund Reports for November, 2006
- 13.1.4 Approve Accounts Payable Warrants Reports for November, 2006 (Under Separate Cover)
- 13.1.5 Accept the Annual Report on the Collection and Expenditures of Development Fees for Fiscal Year 2005/06
- 13.1.6 Acknowledge Report on Heating, Ventilation, and Air Conditioning Maintenance for November 2006
- 13.1.7 Authorize Assistant Superintendent for Business Services to Enter into Agreement to Dispose of Damages, Obsolete and Surplus Furniture, Computers and Equipment Through Direct Sale to Vendor in Lieu of Disposal Expenses.
- 13.1.8 Authorize Assistant Superintendent for Business Services to Enter into Agreement with School Services of California to Review Budget Documents in Preparation of 2007-08 Budget Approval

13.2 Educational Services:

- 13.2.1 Approve Camfel Productions Presentation of "Commitment to Excellence" at Art Freiler School on April 19, 2007
- 13.2.2 Ratify Contract with UC Regents MIND Institute
- 13.2.3 Approve Overnight Travel for IB Academy Staff and IB Diploma Candidates to Point Bonita YMCA and Conference Center, Sausalito, CA, on January 13-14, 2007

13.3 Human Resources:

- 13.3.1 Approve Classified, Certificated and/or Management Employment
- 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
- 13.3.3 Approve Variable Term Waiver for Sharolyn Koon-English 9-12

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Certify 2006-2007 Fiscal Year First Interim Report (Under Separate-Cover)

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

- 14.1.2 Authorize the Director of Transportation to Bid and Award the Purchase of Three (3) Busses to Accommodate Transportation of Students Gained from Unification with Holt School District

Action: This item was pulled from the agenda. **Vote:** None.

- 14.1.3 Authorize District Staff to Apply to the Local Agency Formation Commission (LAFCO) to Approve Out of Agency Services as Provided by the City of Tracy to the Kimball High School Project

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

14.2. Educational Services:

- 14.2.1 Approve Submission of an Intent to Submit An Application to the

California Department of Education for the Pre-kindergarten and Family Literacy Program (PKFLP)

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

14.2.2 Adopt Resolution 06-16 Authorizing the Establishment of George and Evelyn Stein Continuation High School

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

This item was moved up on the agenda.

14.2.3 Approve High Priority Schools Grant (HPSGP) Application for Delta Island School

Action: Hawkins, Vaughn. **Vote:** Yes-7; No-0.

14.3 Human Resources:

14.3.1 Approve New Job Description and Authorize Hiring Two Positions for Bus Driver/Custodian/Groundskeeper

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

14.3.2 Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations to be Compliance with CSBA Guidelines
1st Reading

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

Board Reports:

Trustee Guzman looks forward to working with everyone. It's nice to see all the groups and programs represented. Trustee Lewis welcomed Ted back to the Board. He attended an educational meeting on Holt and a workers compensation meeting. Merry Christmas and Happy New Year. Trustee Feller attended a facilities meeting. They learned how Manteca has funded some of their schools. It's nice to follow a successful plan. She welcomed Ted back to the Board. She enjoyed working with him before and looks forward to working with him again. Merry Christmas. Trustee Swenson welcomed back Ted. Congratulations to Jim for being named the Professional of the Year by the Tracy Chamber of Commerce and Merry Christmas. Trustee Hawkins said Merry Christmas to all. He attended the Holt meeting. There were a lot of great people discussing the situation and hope we come up with a good solution. He also attended the Peter B. Kyne and Kimball awards ceremony this afternoon. It was a good time and there were good speeches. He had the chance to speak with Dr. Kimball for a long time. Trustee Vaughn attended the CSBA conference in San Francisco last week. He congratulated Art Freiler School for receiving the state recognition for the Golden Bell Award. Happy Holidays. Trustee Crandall congratulated Mrs. Gill from Freiler School and her science projects for received the Golden Bell. There were a couple of good classes at CSBA. He enjoyed the education foundation class. Congratulations to the football teams and the freshman banquet is Saturday at 7:30 a.m. at Hometown Buffet.

Superintendent Report:

Dr. Franco congratulated Ted on his first successful board meeting and welcomed him back. Congratulations to Gregg for his first meeting as

president. He attended the CSBA workshop on high schools which showed that students involved in any activity increases their odds to complete high school and go on to pursue college. He attended a number of the games for Tracy High and West High this year. Our students handled themselves very well. Thank you Tom and Kelly for attending the Holt/Delta Island configuration meeting. Today Ramona and Dora held a focus group meeting to see what parents want for their students. He concurs with Ted that it is great to hear from Villalovoz, IGCG and Tracy FFA. We will bring School Services in and go to their workshop to find creative waives to work with our budget. It's great to hear from Rebecca, Cynthia, Juan and Ann that we will gain approximately 110 seats for our continuation high school students. Joan was very perceptive in talking about George & Evelyn Stein – the students really like it. Planning meetings for Kimball High School are continuing. We have a “will serve” letter from the city and Denise is working to get that project back on track. Also attended the Kyne & Kimball awards luncheon. The Lions gave over \$20,000 to Tracy High and West High. Happy Holidays to all of you. There is pie being served in the general conference room.

9:26 PM
Adjournment.

Tom Hawkins, Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: December 15, 2006
SUBJECT: Accept Report on 2007-08 Projected Enrollment for Regular Education

BACKGROUND: Staff in the facilities and finance department generally work together to begin developing enrollment projections in December and January for the next school year for budgeting, staffing and to determine if additional capacity needs to be acquired. Enrollment trends are analyzed for each school. Current trends reflect declining enrollment as a result of limited residential development, smaller incoming kindergartens, assumptions about increased residential vacancy and loan foreclosure rates and home prices.

RATIONALE: Projections for 2007-08, summarized on the attached table indicate: declining enrollment of 35 students in grades K-5; constant enrollment in grades 6-8 and increasing enrollment of 149 students in grades 9-12. The overall projected increase in enrollment is approximately 125 students from the current student enrollment count dated November 28, 2006. Total current year enrollment of regular education students is 15,992 and next year's enrollment is projected to be 16,117 students.

FUNDING: No funding implications at this time.

RECOMMENDATION: Accept Report on 2007-08 Projected Enrollment for Regular Education

Prepared by: Denise Wakefield, Director of Facilities

Tracy Unified School District
Enrollment Projections 2007/08
Regular Education Students

Grade	Bohn Elementary School	Central Elementary School	Delta Island School	Kelly School	Frieler School	Hirsch Elementary School	Jacobson Elementary School	McKinley Elementary School	Monte Vista Middle School	North School	Poet Christian School	South/Park Elementary School	Tracy High School	Villalovoz Elementary School	West High School	IGCG	Williams Middle School	TOTAL
K	64	83	19	120	103	106	120	80	-	80	65	131	-	102	-	-	-	1,073
1	69	80	19	120	112	106	119	80	-	77	67	131	-	105	-	-	-	1,085
2	84	77	19	120	120	126	120	80	-	69	79	185	-	91	-	-	-	1,170
3	87	73	14	118	120	121	106	73	-	78	74	163	-	98	-	-	-	1,125
4	89	64	15	125	126	144	109	88	-	77	73	193	-	101	-	-	-	1,204
5	87	64	15	128	125	122	111	79	-	80	72	176	-	96	-	-	-	1,155
6	-	-	25	128	125	-	-	-	276	124	76	-	-	-	-	-	384	1,137
7	-	-	18	128	127	-	-	-	276	111	80	-	-	-	-	-	425	1,165
8	-	-	13	119	127	-	-	-	314	109	69	-	-	-	-	-	423	1,174
9	-	-	-	-	-	-	-	-	-	-	-	-	750	-	809	39	0	1,598
10	-	-	-	-	-	-	-	-	-	-	-	-	728	-	821	39	0	1,588
11	-	-	-	-	-	-	-	-	-	-	-	-	643	-	793	28	0	1,464
12	-	-	-	-	-	-	-	-	-	-	-	-	518	-	623	38	0	1,179
TOTAL	480	441	157	1,106	1,085	725	685	480	865	805	655	979	2,639	593	3,046	144	1,232	16,117



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: January 2, 2007
SUBJECT: Receive Status Report on Revised Budget for West High School Pool, Stadium and Theater Projects

BACKGROUND: Included on the Measure E project list as approved by voters in June 2006 was a stadium, pool facility and a teaching theater at West High School. WLC Architects were selected to design the stadium and pool facilities and provided the District with a preliminary cost estimate for the combined projects of \$9.4 million. Their estimate included a 53 meter by 25 yard pool and stadium seating for 2,600 spectators. The current budget for the theater remains at \$3.5 million assuming that the District applies and receives State funding of approximately \$1 million. An architect has not been chosen to design the theater project at this time.

Design development of the pool and stadium is underway. Plans are expected to be submitted to the California Division of the State Architect (DSA) for review and approval in late January. Representatives from the City have expressed an interest in being able to use the pool at WHS for recreational purposes during the summer break and other non-school hours. The pool as currently planned for construction at WHS is as a "special purpose" pool used specifically for either instructional purposes or used for competitive events. In order for the City to use the pool for recreation, the facilities must be slightly modified to comply with San Joaquin County Health Department and DSA criteria and include a certain number of restroom and shower facilities within 200 feet of the pool for recreational users. Design changes to accommodate the City's use must include additional restrooms and showers for public use and an increase in the size of the 3' 6" depth for additional shallow water area.

RATIONALE: During a planning review it has been determined that the original plans to construct 2,600 seats in the stadium may be inadequate to seat participants during peak participation events. Therefore, staff instructed the District's project architect, WLC Architects, to revise the scope of work as part of the stadium and pool facilities. The original cost for the 2,600 bleacher seats was overstated and found to be adequate to cover the cost of 4,000 seats. Preliminary plans were sent to a construction cost estimator, Leland Saylor and Associates, to determine if our plans were in line with the original budget. Attached is a table comparing the original budget with the revised cost estimate as prepared by the estimator. Included in the estimator's budget are additional percentages or prorates that are used to cover both: economic uncertainties as well as contractor overhead and profit.

The revised estimate for the stadium is not significantly different from the original estimate. However the estimate for the pool is approximately 60% higher than the original estimate or approximately \$1.9 million. A majority of the cost increase reflects the increased cost for steel and concrete. While the estimate appears to be high, District staff is working with our construction manager, RGM and Associates and WLC Architects to value engineer the costs downward. If these costs are unable to be reduced, then the District may need to find alternative funding to augment the project. Some of these funding scenarios could include: a joint use contribution from the City of Tracy; use of growth funds generated by

developer mitigation; and/or securing other available grants from the State Building Program to augment the cost of the theater.

The City of Tracy will be presented with a draft of a Joint Use Agreement on January 16, 2007. At this time the terms and conditions include a 25% participation in the initial construction costs, ongoing maintenance and operations and an annual contribution to a capital replacement fund for long term improvements. This represents approximately \$1.3 million contribution to the cost of the pool. In addition to the 25% direct contribution for the pool the City has been asked to provide the public restrooms and showers in addition to their own office and storage space. The estimated cost for the City's facility is approximately \$500,000 for a total contribution of \$1.7 million.

FUNDING: None at this time.

RECOMMENDATION: Receive Status Report on Revised Budget for West High School Pool, Stadium and Theater Projects

Prepared by: Denise Wakefield, Director of Facilities

**Tracy Unified School District
Stadium and Pool Facilities Cost Estimates**

	%	Original Estimate 6/13/06	%	Estimate 12/08/06	Variance
STADIUM					
Sitework		\$ 2,355,043		\$ 2,367,297	
Lighting				\$ 51,424	
Bleachers/Press Box (12/08/06 Actual)		\$ 1,388,475		\$ 1,085,525	
Elevator				\$ 80,000	
Classroom Buildings/Concession		\$ 1,131,624		\$ 642,169	
Sub Total Stadium		\$ 4,875,142		\$ 4,226,415	\$ 648,727
Prorates *					
General Conditions			10.00%	\$ 422,641	
Design Contingency			12.00%	\$ 507,170	
Escalation 10 months			5.42%	\$ 229,072	
Geographic Factor			0.00%	\$ -	
Phasing Allowance			2.00%	\$ 84,528	
Bonds			2.00%	\$ 84,528	
Overhead and Profit			8.00%	\$ 338,113	
Sub Total Prorates				\$ 1,666,053	
Soft Costs	30.00%	\$ 1,462,542	15.00%	\$ 633,962	
TOTAL STADIUM		\$ 6,337,684		\$ 6,526,430	\$ (188,746)
POOL					
Pool incl. Sitework				\$ 2,981,071	
Pool Mechanical/Storage Bldg				\$ 123,570	
Pool Bleachers (12/08/06 Actual)				\$ 44,505	
Pool Equipment				\$ 125,000	
Sub Total Pool Costs		\$ 2,367,654		\$ 3,274,146	\$ (906,492)
Prorates *					
General Conditions			10.00%	\$ 327,415	
Design Contingency			12.00%	\$ 392,898	
Escalation 10 months			5.42%	\$ 177,459	
Geographic Factor			0.00%	\$ -	
Phasing Allowance			2.00%	\$ 65,483	
Bonds			2.00%	\$ 65,483	
Overhead and Profit			8.00%	\$ 261,932	
Sub Total Prorates				\$ 1,290,668	
Soft Costs	30.00%	\$ 710,296	15.00%	\$ 491,122	
TOTAL POOL		\$ 3,077,950		\$ 5,055,936	\$ (1,977,986)
TOTAL PROJECT		\$ 9,415,634		\$ 11,582,366	\$ (2,166,732)

Scenario with Joint Use Partnership from City of Tracy

TOTAL POOL COSTS	\$ 5,055,936
25% City's Share Pool Costs	\$ 1,263,984
Additional Cost of City Facilities	\$ 525,028
Total Estimate of City's Contribution to Joint Use Pool	\$ 1,789,012

* Prorates per estimate by Leland Saylor and Associates 12/8/2006



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: JH Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: AS January 2, 2007
SUBJECT: Receive Report on Supplemental Educational Services (SES) Requirements and Providers

BACKGROUND: When students are attending Title I schools that have not made adequate yearly progress (AYP) in increasing student academic achievement for three years, parents of eligible children will be provided with opportunities to ensure that their children achieve at high levels. Supplemental Educational Services (SES) are a component of Title I of the Elementary and Secondary Education Act (ESEA) as reauthorized by the *No Child Left Behind Act* (NCLB) that provide extra academic assistance for eligible children. Students from low-income families who are attending Title I schools that are in their second year of school improvement (i.e., have not made AYP for three or more years), in corrective action, or in restructuring status are eligible to receive these services.

These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the local educational agency (LEA) and are aligned with the State's academic content standards. Supplemental Educational Services (SES) must be provided outside of the regular school day. Supplemental Educational Services must be high quality, research-based, and specifically designed to increase student academic achievement [Section 1116(e)(12)(C)].

RATIONALE: Schools that are required to offer Supplemental Educational Services (SES) are: North, South/West Park, Central, Delta Island, and Monte Vista. SES providers are only those providers who are approved by the State of California. All approved providers were given an opportunity to submit a letter of interest in serving Tracy Unified School District and a total of seven have submitted contracts to the district. Parents of eligible students were notified by mail of the services available to their child. This meets Strategic Goal #2, Quality Learning Environment.

FUNDING: Inclusive in the ESEA Title I allocation is a requirement that twenty per cent of the total allocation be designated for Parent Choice and Supplemental Educational Services. This year \$174,297 of Title I funds were set aside to meet these requirements. Per the state formula, each eligible student will be entitled to \$894.63 for Supplemental Educational Services. Currently 134 students have been pre-registered to receive these services. If all students fully participate, \$118,985.79 will be used from this portion of Title I allocation.

RECOMMENDATION: Receive Report on Supplemental Educational Services (SES) Requirements and Providers

Prepared by: Linda Dopp, Director of Alternative Programs



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: December 15, 2006

SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board review and Approval

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.

This agenda item meets Strategic Goal #8 – Provide Modern and Safe Facilities

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES

A. Vendor: A+ Educational Centers
Site: Central, Delta Island, Monte Vista, North & South/West Park
Item: Agreement - Ratify
Services: Supplemental Educational Providers (Tutoring Services) as required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Reading and Mathematics to students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 134 students who applied for these services.
Cost: \$80.00/per hour, per small group instruction or individual tutoring
Project Funding: Categorical Funding/Title 1, Program Improvement

B. Vendor: Brain Hurricane
Site: Central, Delta Island, Monte Vista, North & South/West Park
Item: Agreement - Ratify
Services: Supplemental Educational Providers (Tutoring Services) as required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Reading and Mathematics to students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 134 students who applied for these services.
Cost: \$49.00/per hour, per small group instruction
Project Funding: Categorical Funding/Title 1, Program Improvement

C. Vendor: Professional Tutors of America, Inc.
Site: Central, Delta Island, Monte Vista, North & South/West Park
Item: Agreement - Ratify
Services: Supplemental Educational Providers (Tutoring Services) as required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Reading and Mathematics to students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 134 students who applied for these services.
Cost: \$60.00/per hour, per individual tutoring
Project Funding: Categorical Funding/Title 1, Program Improvement

D.	Vendor:	Smart Kids Tutoring and Learning Center, Inc.
	Site:	Central, Delta Island, Monte Vista, North & South/West Park
	Item:	Agreement - Ratify
	Services:	Supplemental Educational Providers (Tutoring Services) as required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Reading and Mathematics to students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 134 students who applied for these services.
	Cost:	\$57.25/per hour, per small group instruction and \$60.25/per hour, per individual tutoring
	Project Funding:	Categorical Funding/Title 1, Program Improvement

E.	Vendor:	Extreme Learning, Inc.
	Site:	Central, Delta Island, Monte Vista, North & South/West Park
	Item:	Agreement - Ratify
	Services:	Supplemental Educational Providers (Tutoring Services) as required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Reading and Mathematics to students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 134 students who applied for these services.
	Cost:	Cost is dependent upon the facilities use charge
	Project Funding:	Categorical Funding/Title 1, Program Improvement

F.	Vendor:	Bockmon & Woody Electric Co.
	Site:	Delta Island School – Sewer Leach Field
	Item:	Proposal - Ratify
	Services:	Contractor to install electrical for the septic system.
	Cost:	\$5,439.00
	Project Funding:	Deferred Maintenance/Williams Act Fund

G.	Vendor:	Pacific Power Systems
	Site:	Delta Island School –Fire Alarm System
	Item:	Notice of Completion
	Services:	Contractor installed new fire alarm system to entire school site.
	Original Contract:	\$88,385.00 Change Order: \$0.00 Total Amount: \$88,385.00
	Completion Date:	November 28, 2006
	Project Funding:	Deferred Maintenance/Williams Act Fund

H.	Vendor:	Quality Services
	Site:	Delta Island School – Sewer Leach Field
	Item:	Notice of Completion
	Services:	Contractor to replace septic system and leach field.
	Original Contract:	\$171,500.00 Change Order: \$10,350.00 Total Amount: \$181,850.00
	Completion Date:	December 15, 2006
	Project Funding:	Deferred Maintenance/Williams Act Fund

I. Vendor: Gowan Construction Company
Site: Tracy High School – Sink/Cabinet Replacement
Item: Notice of Completion
Services: Contractor to install sink, cabinets and electrical power for science classroom conversion; Rooms 51 & 52.
Original Contract: \$24,872.00 Change Order: \$1,543.64 Total Amount: \$26,415.64
Completion Date: December 15, 2006
Project Funding: Unrestricted Facility Fund

J. Vendor: School Specialty
Site: McKinley Elementary
Item: Notice of Completion
Services: Carpet replacement for staff room, classrooms 2-3 and 8-10.
Original Contract: \$14,180.75 Change Order: \$0.00 Total Amount: \$14,180.75
Completion Date: September 6, 2006
Project Funding: Deferred Maintenance

K. Vendor: Jump into Reading
Site: Central, Delta Island, Monte Vista, North & South/West Park
Item: Agreement - Ratify
Services: Supplemental Educational Providers (Tutoring Services) as required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Reading and Mathematics to students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 134 students who applied for these services.
Cost: \$40.00/per hour (1:6) small group instruction, \$50.00/per hour (1:4) small group instruction, \$55.00/per hour (1:3) small group instruction, \$60.00/per hour (1:2) small group instruction and \$65.00/per hour, individual tutoring
Project Funding: Categorical Funding/Title 1, Program Improvement

L. Vendor: Jump into Math
Site: Central, Delta Island, Monte Vista, North & South/West Park
Item: Agreement - Ratify
Services: Supplemental Educational Providers (Tutoring Services) as required by the No Child Left Behind Act, for schools that are in Program Improvement (PI) status. The District is required to contract with outside vendors to provide tutoring services in Reading and Mathematics to students in these five schools. These contracted entities, approved by the California Department of Education, will provide after-school tutoring to approximately 134 students who applied for these services.
Cost: \$40.00/per hour (1:6+) small group instruction, \$50.00/per hour (1:4) small group instruction, \$55.00/per hour (1:3) small group instruction, \$60.00/per hour (1:2) small group instruction and \$65.00/per hour, individual tutoring
Project Funding: Categorical Funding/Title 1, Program Improvement



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: December 15, 2006

SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

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.

This agenda item meets Strategic Goal #8 – Provide Modern and Safe Facilities

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor:	Conestoga-Rovers & Associates
Site:	Tracy High School – West Building
Item:	Proposal - Ratify
Services:	Geotechnical engineer to provide a site investigation program, which includes a maximum of 36 soil samples and 6 groundwater samples to be analyzed and to delineate diesel impact.
Cost:	\$27,460.00
Project Funding:	Local Bond Funds and State School Building Fund (SSBF)



BUSINESS SERVICES MEMORANDUM

TO: James C. Franco, Superintendent
FROM: Casey Goodall, Associate Superintendent for Business
DATE: December 12, 2006
SUBJECT: Accept Donations

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, supplies, and/or equipment are to be considered for acceptance as donations:

1. Tracy Unified School District/K-5 Elementary School Sites: From: City of Tracy, Computer Surplus Program, 325 E. 10th Street, Tracy, CA 95376. Donation: (99) Dell Optiplex GX 400 computers with 1.6 GHz Intel processor, 20 GB hard drive, 256 MB ram, Microsoft Windows 2000 operating system license and power cords. The systems also include 17" CRT monitors and key boards. Value: \$2,475.00. This generous donation from the City of Tracy to the District's K-5 elementary school sites will provide computers and software which will enhance and improve the learning environment for the students. After acceptance by the Board of Trustees, the computers will be placed in various K-5 elementary school classrooms as needed.
2. Tracy High School Athletics Program and West High School Athletics Program. From: Tracy Breakfast Lions Club, Attn: Tom Hawkins. Donation for Tracy High School Athletics: \$9,441.40. Donation for West High School Athletics: \$10,646.68. Total donation: \$20,088.08.
3. Central Elementary School, Jacobson Elementary School, McKinley Elementary School, North Elementary School, Villalovoz Elementary School, South/West Park Elementary Schools: From: San Joaquin A+, Attn: Helen Ripkin, 3255 West March Lane, Stockton, CA 95219. Donation: Book bags (216), DVDs (657), Dish Towels (657), CDs (643), People In Time Newspaper (735). Total value: \$3,409.00.

The entire students and staff of the Tracy Unified School District would like to thank the various donors mentioned above. The supplies and funds donated are

greatly appreciated and will enhance the educational quality and learning environment for all students.

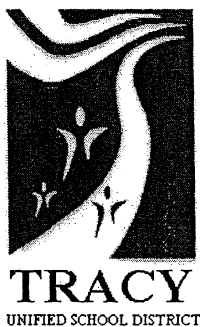
RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District.

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/re-cycling. 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 Development Departments 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 donations from the City of Tracy, Computer Surplus Program, Tracy Breakfast Lions Club, and the San Joaquin A+, with the sincere thanks and appreciation of the entire Tracy Unified School District.

Prepared by: Catherine Lyons, Administrative Assistant to the Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

To: Jim Franco, Superintendent

From: C. Goodall, Associate Superintendent of Business Services

Date: December 15, 2006

Subject: Approve Budget Development Calendar for 2007-08 Budget Year

BACKGROUND: The Tracy Unified School District fiscal year is from July 1st to June 30th, but planning begins many months in advance and monitoring continues for many months after the year ends.

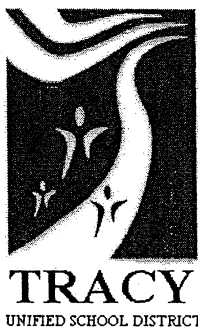
RATIONALE: The attached Budget Development Calendar provides a framework for planning the major steps of developing and monitoring budget development for the 2007-08 school year.

This Board Agenda item meets strategic goal #8.

FUNDING: While the budget development calendar guides development and monitoring of the budget, there is no direct fiscal impact.

RECOMMENDATION: Budget Development Calendar for 2007-08 Budget Year

Prepared by: Casey Goodall-Assistant Superintendent of Business Services
Reed Call -Director of Financial Services



BUSINESS SERVICES MEMORANDUM

2007-08 Budget Development Calendar

DUE DATE	ACTION	RESPONSIBILITY
January 2007	Adopt Budget Development Calendar	Assoc. Supt. for Business/ Director of Financial Svcs
January 2007	Adopt Enrollment Projections	Assoc. Supt. for Business/ Director of Facilities
January 2007	Review Governor's January Budget Proposal	Assoc. Supt. for Business/ Director of Facilities
February 2007	Adopt Staffing Projections	Assoc. Supt. for Business/ Asst. Supt. for HR Dir. of Financial Svcs.
February 2007	Estimate Revenue Projections	Assoc. Supt. for Business/ Dir. Of Financial Svcs.
March 2007	Certify Second Interim Report	Assoc. Supt. for Business/ Dir. of Financial Svcs.
May 2007	Review Governor's May Budget Revisions	Assoc. Supt. for Business/ Dir. of Financial Svcs.
June 2007	Make budget available for public inspection	Assoc. Supt. for Business/ Dir. of Financial Svcs.
June 2007	Adopt 2007-08 Budget	Assoc. Supt. for Business/ Dir. of Financial Svcs.
August 2007	Close Books	Dir. of Financial Svcs.
September 2007	Certify Unaudited Actuals	Assoc. Supt. for Business/ Dir. of Financial Svcs.
December 2007	First Interim Report	Assoc. Supt. for Business/ Dir. of Financial Svcs.
December 2007	Certify Audit	Assoc. Supt. for Business/ Dir. of Financial Svcs.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~AK~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: December 15, 2006
Subject: Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services

BACKGROUND: Special education students may require consultation services from an Autism Specialist as part of their Individual Education Plan. The Board previously approved consultation from Therapeutic Pathways Inc. for consultation services to help students. The IEP team agreed that the same level of services were necessary for 2006-2007 school year. The Board needs to ratify this contract to provide necessary consultation for a high school student. Ratification is necessary due to the fact that the IEP team has agreed that these services need to continue through the 2006-2007 school year.

RATIONALE: We do not have an autism specialist employed in the district, so we need to provide services through a contract arrangement. Therapeutic Pathways is a non-public agency that serves many children throughout Central California. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$150.00 per hour. Total contract expenses will not exceed \$15,000 through June 30, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services

Prepared by: Nancy E. Hopple, 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 Therapeutic Pathways, Inc., 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:

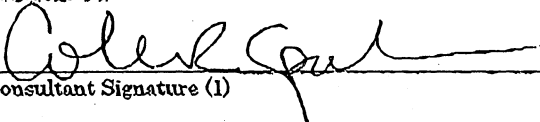
1. Contractor shall perform the following duties: behavioral consultation; data analysis; participation in staffings and IEP meetings.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (10) HOURS per month, under the terms of this agreement at the following location
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 150.00 per for observation and evaluation HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 15,000.00 . 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 [X] MONTHLY PROGRESS BASIS, II SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 14, 2006, and shall terminate on June 1, 2007.
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, Nancy E. Hopple (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)

11-01-06

Date

Director

Title

1115 14th Street

Address

Modesto, Californian 95354

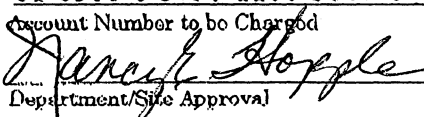
Tracy Unified School District

Date

Title

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

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: *JS* Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: December 15, 2006
Subject: Ratify Contract with Therapeutic Pathways, Inc.

BACKGROUND: As part of continued efforts to assess the unique needs of a child with autism, verify information regarding changes in behavior from parent reports and prepare for litigation, Coleen Sparkman, Director of Therapeutic Pathways provided an observation and evaluation of this student in the student's home for the IEP team, as well as on-going participation in witness preparation and staffings. The contract also includes possible testimony as an expert witness at a pending due process hearing. The Board needs to ratify the contract because this service took place as a court order via a due process request and is on-going in conjunction with current litigation.

RATIONALE: We do not have an autism specialist employed in the district, so we need to provide services through a contract arrangement. Therapeutic Pathways is a non-public agency that serves many children throughout Central California. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$200.00 per hour for 15 hours. Total contract expenses will not exceed \$3,000.00 through June 30, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with Therapeutic Pathways, Inc.

Prepared by: Nancy E. Hopple, 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 Therapeutic Pathways, Inc., 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: behavioral and program observations in the home; participation in staffings either by phone or in person.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (15) HOURS under the terms of this agreement at the following location
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 200.00 per for observation and evaluation HOURLY/DAY/FLAT RATE (circle one), not to exceed a total of \$ 3000.00 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 7, 2006, and shall terminate on December June 1, 2007.
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, Nancy E. Hopple (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)

11-01-06
Date

Director
Title

1115 14th Street
Address

Modesto, Ca. 95354

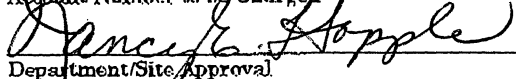
Tracy Unified School District

Date

Title

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

Account Number to be Charged

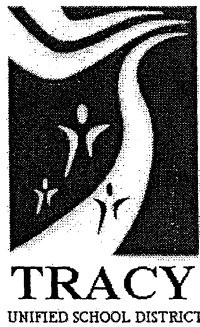

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services
DATE: December 6, 2006
SUBJECT: Ratify Master Agreement and Individual Service Agreements with Keystone Carmichael, NPS

BACKGROUND: A Tracy Unified student, who formerly attended Central Valley Training Center in Stockton, now attends Keystone Carmichael in Sacramento, a program for students diagnosed with Autism. The IEP team for the student determined his needs could not be met in a public school placement at this time. The review IEP's were held in October and November, therefore ratification is requested at this time.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the student's needs for Autism Spectrum disorder and intensive behavior intervention. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: Contract expenses for this 2006/07 school year include per diem costs of \$173.00 for basic education and per diem costs of \$33.19 for transportation. The remainder of the Keystone Carmichael school year is 180 days. Expenses for Individual Services Agreement will not exceed \$37,114.20. Seventy percent of contract expenses will be reimbursed by the San Joaquin County SELPA. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Agreement and Individual Service Agreements with Keystone Carmichael, NPS

Prepared by: Nancy E. Hopple, Director of Special Education.

Tracy Joint Unified School District

CONTRACT YEAR -- 2006-2007

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

(Education Code Section 56157, 56365, et. seq.)

DEFINITIONS

- A.** This Master Contract is made and entered into this 11th day of December, between the district, **Tracy Unified School District** hereinafter referred to as the local educational agency ("LEA") and **Keystone Carmichael** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs (IWEN) under the authorization of Education Code (EC) Sections 56157 and 56365-56366.6
- B.** It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Service Agreement (ISA) is executed between LEA and CONTRACTOR on behalf of such individual. Given the fact that it is the district's responsibility to assure that appropriate services are provided to the student, the district will either provide them, subcontract with other agencies per Section 4, or contract with respective NPS. The Director/Designee of the LEA's SPECIAL EDUCATION Unit may give interim telephone approval to the CONTRACTOR.
- C.** A current copy of CONTRACTOR's California Department of Education (CDE) Nonpublic School/Agency Certification approved by the California State Board of Education is attached hereto. In the event of a delay in certification by CDE, the CONTRACTOR shall forward, upon receipt, copies of the appropriate documentation from CDE that verifies the delay (e.g. waiver of certification, extension letters, etc.)
- D.** If a pupil is enrolled in a NPS/A with the approval of the LEA prior to a contract or ISA, the LEA shall issue a warrant for services, up to 90 days. If after 60 days the Master Contract has not been finalized, either party may appeal pursuant to EC 56366(c).
- E.** A NPS/A that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school or other non special education program, must notify the County Superintendent and the Special Education Local Plan Agency (SELPA). Notification must be no later than December 1 prior to the new fiscal year in which the proposed or expanding school intends to initiate services.
- F.** If certification expires during the contract period, CONTRACTOR must provide an updated copy. This Agreement will terminate if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Agreement. After termination (or during suspension), no services shall be performed where reimbursement is expected. From the initial effective date until the termination (suspension) date, the contract is in force and its terms and conditions are binding upon the parties.
- G.** Any educational funds received from an LEA for educational costs of IWENs it has placed shall be used solely for those purposes and not for the costs of a residential program.
- H.** A facility may not require, as a condition of placement that a child be identified as an IWEN.
- I.** Educational services shall occur at the school site, unless otherwise specified by the pupil's Individual Education Program/Individual Family Service Plan (IEP/IFSP).
- J.** Only those NPS/As who employ staff who hold a certificate permit or other document equivalent to that which staff in public school are required to hold in the service rendered are eligible to receive certification.
- K.** "Superintendent" as used in this agreement, shall mean State Superintendent of Schools.

CONTRACT RELATIONS AND INSURANCE PROVISION

1. MODIFICATIONS AND AMENDMENTS

- 1.1. This contract may only be modified or amended by a written document executed by CONTRACTOR and LEA.
 - 1.1.1. This contract shall include an ISA prepared by the LEA within three (3) business days in accordance with the IEP for each pupil who is scheduled to receive special education and/or designated instruction services through a NPS/A.
- 1.2. Changes in any educational instruction, services or placement provided under the contract may only be made on the basis of revisions to a pupil's IEP on the IEP forms of the LEA, mediated agreement, an order from the Office of Administrative Hearings Special Education Unit ("OAH"), and/or an order rendered by a court of competent jurisdiction.
- 1.3. At any time during the term of the contract, the parent, NPS/A or LEA may request a review of a pupil's IEP, subject to all procedural safeguards required by law.
- 1.4. Changes in the administrative or financial agreements of the contract which do not alter the ISA that outlines each pupil's educational instruction, services or educational placement may be made at any time during the term of the contract, as mutually agreed in writing by CONTRACTOR and LEA.
- 1.5. Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

2. RENEWAL OF CERTIFICATION

- 2.1. The NPS shall provide the SELPA in which they are located with written notification of its intent to seek recertification per EC 56366.1 and no later than September 30th.

3. NOTICES

All notices involving: 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA pupil's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subcontractor's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service.

Notices/bills mailed to LEA shall be addressed to:

Attention:

Nancy E. Hopple, Director of Special Education

Name

Tracy Unified School District

LEA

1875 W. Lowell Avenue

Address

Tracy CA 95376

City **State** **Zip**

209-830-3270 209-830-3274

Phone **Fax #**

Notices to CONTRACTOR:

Debra Luellan, Director

Name

Keystone Carmicheal

Nonpublic School/Agency

5325 Engle Road #835

Address

Carmichael CA 95608

City **State** **Zip**

916-482-9634 916-482-6447

Phone **Fax#**

4. DISPUTES

- 4.1. Disagreements between LEA and CONTRACTOR concerning the meaning, requirements or performance of this contract shall be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction or designee when the County Superintendent is a party to the contract. The County Superintendent, or the State Superintendent, or designee, shall render a decision in writing which shall be binding upon the parties.

5. SUBCONTRACTOR AND ASSIGNMENT

- 5.1. This contract binds the successors, assignees, agents and representatives of CONTRACTOR.
- 5.2. CONTRACTOR shall not enter into subcontracts for any of the work contemplated under this contract without first obtaining written approval from LEA.
- 5.2.1. Such approval shall be attached and made part of this contract, as well as the contract with the subcontractors.
- 5.2.2. Subcontracts shall be entered into only with NPS/As certified by the CDE. If a NPS/A certified by the CDE is not available, subcontracts may be entered into with personnel who are licensed according to Title V regulations.
- 5.3. During the entire term of this contract and any extension or modification thereof, CONTRACTOR assures LEA that subcontractors shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$3,000,000 combined single limit for all damages arising from each accident or occurrence and \$500,000 for all damages arising out of injury to or destruction of property for each accident or occurrence.
- 5.3.1. The CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the CONTRACTOR and the LEA at least thirty (30) days prior to cancellation or material change in coverage.
- 5.4. CONTRACTOR assures LEA that subcontractors providing transportation shall keep in effect a liability insurance policy providing at least \$3,000,000 coverage, per occurrence.
- 5.4.1. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA. Certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

6. INDEPENDENT CONTRACTOR STATUS

- 6.1. This contract is between two independent entities, is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

7. CONFLICT OF INTEREST

- 7.1. CONTRACTOR agrees to furnish to LEA a copy of its current list of bylaws, and a current list of its Governing Board of Directors (or Trustees), if it is incorporated.
- 7.2. CONTRACTOR promises and attests that the CONTRACTOR and any member of Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or potentially constitutes a conflict of interest including, but not limited to, employment with LEA.
- 7.3. No employee, staff member, volunteer, officer, agent, consultant or member of the Board of Directors of CONTRACTOR and no employee, staff member, volunteer, officer, agent, consultant, or member of the Board of Directors of any of the CONTRACTORS' related entities shall serve as a surrogate parent for a student receiving educational services at CONTRACTOR'S NPS.

8. TERMINATION

- 8.1. This Master Contract may be terminated with cause during the effective period of the Contract. The contract may be terminated without cause at any time during the effective period if the parties mutually agree in writing to such early termination.
- 8.1.1. To terminate the contract with cause, either party shall give twenty (20) days written notice prior to the date of the termination.
- 8.1.2. LEA shall not be required to give twenty (20) days notice of termination when the health and/or safety of student/staff are endangered.
- 8.1.3. Prior to the termination of this agreement for cause, LEA will provide written notice to the NPS of the conditions that, in the opinion of LEA, are grounds for a termination for cause.
- 8.1.3.1. The NPS shall have ten (10) business days to respond in writing to these concerns.
- 8.1.3.2. Within ten (10) business days of the NPS response, LEA and NPS shall meet to agree upon a Plan of Correction by which the NPS can correct and resolve the final agreed upon items that must be corrected to prevent termination.
- 8.1.3.3. Following the development of the Plan of Correction, the NPS shall have ten (10) business days to implement all agreed upon corrections and to provide written notification to the LEA of the successful completion of the changes.
- 8.1.3.4. This provision shall not apply if Section 8.1.2 is invoked due to a health and/or safety risk to the students.
- 8.1.4. Upon termination of CONTRACTOR, LEA shall pay without duplication, for all services not under dispute and for verified expenses incurred to date of termination.
- 8.2. In consideration of this payment, CONTRACTOR waives all right to any further payment or damage, and shall turn over to LEA everything pertaining to its services hereunder possessed by CONTRACTOR or under its control at the time of termination.
- 8.3. When the LEA becomes aware that the pupil's education is no longer its responsibility, the LEA shall provide written notice within one (1) business day to CONTRACTOR for termination of the ISA.
- 8.4. The LEA shall not terminate an ISA because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.

9. INSPECTION AND AUDIT

- 9.1. CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law.
- 9.2. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were expended consistent with said budgetary information.
- 9.3. Fiscal records are maintained by CONTRACTOR for five (5) years and are available for audit.
- 9.4. Commencing July 1, 2006 the NPS shall submit the following to the CONTRACTOR: 1) separate financial records for each entity a NPS/A operates with each entity identified separately from any licensed children's institutions (LCI) it operates, and 2) an annual budget for each entity demonstrating that rates are reasonable to support the operation shall be submitted by June 1st of each contract year. An entity wide annual audit shall be submitted that clearly documents the amount of monies received and expended on the education program provided by the NPS shall be submitted no later than 7 months following completion of the fiscal year. Relationship between various entities operated by the same entity shall be documented.

10. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless LEA and its governing board, officers, officials, employees, agents and volunteers from and against all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation, regardless of the forum of the litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of services under this contract or its failure to comply with any of its obligations contained in this contract, except such loss or damage which was caused by the sole negligence or willful misconduct of LEA.

11. INSURANCE

- 11.1. During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$3,000,000 combined single limit for all damages arising from each accident or occurrence and \$3,000,000 combined single limit for all damages arising out of injury to or destruction of property for each accident or occurrence.
- 11.2. No later than the effective date of this contract, CONTRACTOR's insurer shall provide LEA with satisfactory evidence of the insurance required by this section. CONTRACTOR will send written notice of cancellation to the LEA at least thirty (30) days before cancellation of/or material change to the coverage specified in 11.1 above.
- 11.3. CONTRACTOR shall, at its own cost and expense, procure and maintain insurance under the Worker's Compensation law. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.
- 11.4. CONTRACTOR recognizes that the LEA's insurance requirement may be revised in terms of limits and/or coverage. If LEA determines that additional coverage is necessary, LEA will reopen negotiations to discuss the cost of this additional coverage.
- 11.5. LEA shall be named as an additional insured for all liability arising out of operations by or on behalf of the CONTRACTOR hereunder. CONTRACTOR's insurance provided herein shall be primary and no insurance held or owned by the LEA shall be called upon to contribute to a loss.

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- 12.1. In addition to the certification requirements set forth in Sections 56366 and 56366.1, a NPS/A that provides special education and related services to an IWEN shall certify in writing to the superintendent that it meets all of the following requirements:
 - 12.1.1 It will not accept a pupil with exceptional needs if it cannot provide or ensure the provision of the services outlined in the pupil's IEP.
 - 12.1.2 Pupils have access to the following educational materials, services, and programs to the extent available at the LEA in which the NPS/A is located.
 - 12.1.2.1 Standards-based, core curriculum and the same instructional materials used by the LEA in which the NPS/A is located.
 - 12.1.2.2 College preparation courses.
 - 12.1.2.3 Extracurricular activities, such as art, sports, music, and academic clubs.
 - 12.1.2.4 Career preparation and vocational training, consistent with transition plans pursuant to state and federal law.
 - 12.1.2.5 Supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

- 12.1.3 The teachers and staff provide academic instruction and support services to pupils with the goal of integrating pupils into the least restrictive environment pursuant to federal law.
- 12.1.4 The school has and abides by a written policy for pupil discipline which is consistent with state and federal law and regulations.
- 12.2. CONTRACTOR shall make no charge of any kind to parents for educational activities and related services specified on the pupil's IEP. This includes screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's ISA, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity.
- 12.3. Unless the extra curricular activities take place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP.
- 12.4. CONTRACTOR shall provide special education and/or related services to LEA students within the NPS/A which are consistent with the students' IEPs and as specified in the students' ISAs. CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required in his or her IEP. The responsible agency for specialized equipment shall be designated on the IEP.

13. DEFINITION OF PARENT

- 13.1. For the purpose of the contract, a parent is the natural parent, adoptive parent, legal guardian or surrogate parent who is appointed by the District (LEA) in compliance with EC 56050 or as otherwise provided by law.
- 13.2. CONTRACTOR acknowledges and agrees that under legally defined circumstances, the LEA is the entity that has the authority to appoint a surrogate parent for students under its jurisdiction and receiving educational services at CONTRACTOR'S NPS.
- 13.3. In addition, CONTRACTOR acknowledges and agrees that only a parent who holds educational rights for his/her child may designate another adult individual to represent the interests of his/her child for educational and related services.

14. DEFINITION OF DAY

- 14.1. For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

15. QUALIFIED PERSONNEL AND CLASS SIZE

- 15.1. CONTRACTOR shall provide appropriately credentialed teachers and substitute teachers, licensed personnel and class size consistent with the California laws and regulations and published LEA requirements existing at the time of CONTRACTOR's execution of this contract. This is in effect unless the CDE has granted a written waiver with respect to state laws, regulations or the LEA with respect to its requirements.
- 15.1.1. CONTRACTOR, pursuant to Title V § 3064, shall deliver instruction by utilizing personnel who possess a credential authorizing the holder to deliver special education instruction according to the age range and disabling conditions of the students.
- 15.1.2. CONTRACTOR shall insure that the ratio of credentialed teachers to students is no greater than 1:12. CONTRACTOR is to include auxiliary personnel as needed to ensure a ratio of no less than 1 adult to 6 students.
- 15.1.3. CONTRACTOR shall ensure that staff providing behavior intervention implementation services are qualified and that pupils are receiving the specific level of supervision required by the pupil's IEP. (Title V, Regulation 3001(e))

- 15.2. CONTRACTOR shall comply with EC 45340 through 45356 regarding qualifications of instructional aides and teacher assistants and EC 45349 for volunteers.
- 15.3. Upon submission of the master contract, at the start of each school year, CONTRACTOR shall provide LEA with a list of professional staff and copies of credentials, licenses, and/or registration numbers held by its employees, subcontractors, and agent.
- 15.3.1. CONTRACTOR shall immediately notify LEA and CDE in writing and provide copies of appropriate credential(s) and/or license(s) if a change of staff occurs that directly affects the pupils.
- 15.4. CONTRACTOR shall be responsible for assuring that all fingerprint clearances, credentials, and licenses held by its employees, agents and subcontractors are valid. Education credentials shall be on file at the office of the County Superintendent of Schools. Copies of credentials, licenses, certificates and authorizations for specific agency services shall be attached to this contract.
- 15.5. CONTRACTOR shall notify LEA within three (3) business days in writing and provide copies of appropriate credentials and/or license(s) if a change of staff occurs which directly affects the pupils. CONTRACTOR shall immediately notify LEA in writing when personnel changes occur which may affect the provision of special education and/or related services to LEA students.
- 15.6. CONTRACTOR shall provide copies to LEA of all licenses, credentials, and/or documents evidencing other qualifications of a newly employed, contracted, and/or otherwise hired individual before that individual begins providing special education and/or related services to LEA students.
- 15.7. CONTRACTOR shall require all volunteers, and employees to submit fingerprints consistent with California EC Section 44237 and 45125.1. CONTRACTOR shall certify in writing to the LEA at the beginning of each new contract year that CONTRACTOR has complied with EC 44237 AND 45125.1.
- 15.8. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is employed, contracted, and/or otherwise hired.
- 15.9. CONTRACTOR shall require submission of written assurances from subcontractors that they have met fingerprint requirements.
- 15.10. When a classroom teacher is absent, CONTRACTOR shall always maintain the contractual teacher to student ratio of 1:12. After three (3) school days of absence of the classroom teacher, the CONTRACTOR shall attempt to employ a fully or emergency credentialed substitute teacher to cover the absent teacher's classroom. If unable to secure a substitute, the CONTRACTOR may reconfigure classes to ensure that students have supervision/instruction by another person with a credential and, at the same time, maintain the contractual teacher to student ratio of 1:12. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain in the classroom during all instructional time.
- 15.10.1 This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to the requirements.

16. SCHOOL CALENDAR

- 16.1. CONTRACTOR shall submit a school calendar with the total number of billable days not to exceed 180 instructional days plus such additional days approved in writing by LEA.
- 16.2. Extended School Year (ESY) will be offered for a minimum of twenty (20) days for students in grades preK-12, unless otherwise indicated in the student's IEP.

17. ATTENDANCE ACCOUNTING/REPORTING

- 17.1. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the ISA for each pupil.

- 17.1.1. Creditable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs or minutes specified in student's IEP.
- 17.2. CONTRACTOR shall keep attendance of each pupil daily and report attendance monthly with billing invoices to LEA using forms issued by the LEA, with the signature of the person providing the service (i.e., teacher, occupational therapist, speech therapist, etc.).
- 17.2.1. Separate attendance forms must be submitted for all related services as specified on IEP .
- 17.2.2. CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms.
- 17.3. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
- 17.4. The LEA, Tracy Unified School District shall be notified immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.,) and when the student returns to school.
- 17.5. CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's/parent's residence.
- 17.6. Within one (1) business day after CONTRACTOR becomes aware of pupil's and/or parent's change of residence, the CONTRACTOR shall notify LEA, on forms provided by LEA, of said change of residence.
- 17.6.1. Costs for services delivered after the actual date of a pupil's change of residence to another district will not be the responsibility of the LEA.
- 17.6.2. If the pupil is a Chapter 26.5 eligible student enrolled in a residential NPS placement covered by this contract and the pupil's parent moves to another SELPA, the current SELPA will be fiscally responsible for NPS placement and service as outlined in the pupil's IEP until the end of the current fiscal year. Provisions of McKinney Vento (homeless) legislation will be followed.
- 17.7. CONTRACTOR shall immediately report by telephone and fax to LEA Tracy Unified School District if a pupil is disenrolled from the NPS by the parent.
- 17.7.1. CONTRACTOR shall confirm such telephone call in writing.
- 17.8. No later than the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA, Attn: Nancy E. Hopple, Director of Special Education.
- 17.8.1. If CONTRACTOR fails to provide such notice after the 4th consecutive absence, the CONTRACTOR shall not be compensated for services delivered after the 4th day of absence.
- 17.9. For students whose parents live in the district and for students residing in Licensed Children's Institutions or Foster Family Homes, the LEA shall reimburse CONTRACTOR for five (5) excused absences per semester.
- 17.9.1. Other than the allowable five (5) excused absences per semester, CONTRACTOR's payment will be based on the student's actual attendance at the site where the NPS/NPA service is to be provided per student's IEP. For this provision, ESY will be considered part of the previous semester.
- 17.9.2. For each absence over the allowed five (5) excused absences per semester, the aforementioned reimbursement/payment will be reduced by the local daily revenue amount, \$32.60. All appropriate claims for the allowable excused absences must be verified and maintained by the service provider.
- 17.9.2.1. The excused absence verification/documents shall be sent with the attendance register to the LEA with the signature of the person providing the service (i.e., teacher/occupational therapist/speech therapist).

18. INSTRUCTIONAL MINUTES

- 18.1. The total number of instructional minutes per school day provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools and shall be specified in the ISA developed for each pupil.

- 18.1.1. Unless otherwise specified on the student's IEP, the number of instructional minutes per day shall be the following, which includes recess, lunch and passing time.
- 18.1.1.1. 150 instructional minutes for pre-kindergarten,
 - 18.1.1.2. 200 instructional minutes for kindergarten,
 - 18.1.1.3. 300 instructional minutes for elementary grades one through eight, and
 - 18.1.1.4. 360 instructional minutes for secondary grades nine through 12.
- 18.1.2. Minimum day is equal to 240 instructional minutes, which includes breaks, recess, and lunch.
- 18.2. The total number of annualized minutes of instruction shall be equivalent to those provided to other students in the LEA.
- 18.3. Lunch and breaks may only be considered instructional time if the student requires goals and objectives for that time and are written in the IEP.

19. INDIVIDUALIZED EDUCATION PLAN (IEP)

- 19.1. The CONTRACTOR is responsible for providing the student's special education teacher and the DIS or personnel appropriate to represent the DIS services at required IEP/ITP meetings.
- 19.2. LEA shall provide CONTRACTOR within three (3) business days, a copy of each pupil's IEP as well as available assessment information (e.g.: psycho-educational reports).
- 19.3. A NPS shall ensure the opportunity for private and confidential communication between a pupil of the NPS and any member/s of the IEP team, at the pupil's discretion. The NPS shall provide the LEA with documentation of the method that students are given with respect to the opportunity to speak confidentially to any member of the IEP team. Students shall be notified of this right in a manner consistent with their developmental capacity. The LEA shall be permitted to meet privately and confidentially with the student upon request. NPS shall provide an appropriate area for such meeting.
- 19.4. The LEA shall conduct an annual evaluation as part of the IEP process of whether the placement is the LRE to meet the student's needs.

20. INSTRUCTION/CURRICULUM

- 20.1. CONTRACTOR shall provide pupils a program of educational instruction and services within the NPS/A, which is consistent with each pupil's IEP as specified in each pupil's ISA .
- 20.2. The general program of instruction provided to pupils under ISA shall be responsive to the LEA's required sequence of courses and related curriculum for pupils as well as the California Department of Education Guidelines related to best practices for specific disabilities (e.g., learning handicapped, emotionally disturbed, etc.).
- 20.2.1. Courses provided by the CONTRACTOR shall parallel the LEA's courses and will be designated by grade level.
- 20.3. CONTRACTOR shall provide pupils a written course of study (EC 33190, 51014) designed to meet or exceed standards for graduation. This shall be described in writing and a copy provided to LEA prior to the effective date of this contract.
- 20.3.1. It is expected that a student's schedule would reflect those classes that are required for graduation, if on a graduation track. The ESY program should be designed to offer core academics unless otherwise specified on the pupil's IEP.
- 20.3.2. For a student to be eligible for off-grounds work experience, the student must have achieved a measurable level of responsibility and independence, close to emancipation, or about to be eligible for mainstreaming. It is expected that there would be constant, appropriate, and/or mutually approved supervision of the student. At no time, should a student be unsupervised.

- 20.4. Designated instruction and services provided by a NPA will only be provided during the period of the pupil's regular or extended school year program, or both unless otherwise specified by the pupil's IEP.
- 20.5. CONTRACTOR shall have a plan to implement transition services as stated in the IEP.
- 20.6. CONTRACTOR agrees to use IEP forms/format of the LEA.

21. NUTRITION

- 21.1. The CONTRACTOR is required by the State Meal Mandate (EC 49550) to provide nutritious meals to needy children. Lunch shall be served as close as possible to the mid-day of the instructional program.

22. DISCIPLINE

- 22.1. CONTRACTOR shall certify in writing to the superintendent that it has and abides by a written policy for pupil discipline that is consistent with State and Federal law.
- 22.2. CONTRACTOR shall abide by established LEA policies on prohibition of corporal punishment, pupil transfer, suspensions and expulsions, and positive behavioral interventions.
- 22.3. The site principal of the NPS shall comply with Education Code in fulfilling their responsibilities and duties with respect to the suspension of students.
- 22.4. CONTRACTOR shall have a written policy regarding suspension and expulsion procedures.
- 22.5. CONTRACTOR shall immediately notify and provide written documentation to LEA each time a pupil is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, pupil's name, date, time, offense, rationale for disciplinary action taken, and attached copy of behavioral intervention plan.

23. MONITORING

- 23.1. CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA.
- 23.2. Representatives of LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR and review each pupil's progress, review service logs and related documentation, including the behavioral intervention plan, if any.
- 23.3. CONTRACTOR agrees that LEA representative may make unannounced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR's site administrative office.
- 23.3.1. The superintendent shall monitor the facilities, the educational environment and the quality of the educational program including the teaching staff, the credentials authorizing service, the standards based core curriculum being employed and the standard focused instructional materials used on a three year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.
- 23.3.2. CONTRACTOR shall participate in any District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.
- 23.3.3. CONTRACTOR shall participate in Coordinated Compliance Review ("CCR") and Self Review in accordance with requirements of CDE.
- 23.3.4. CONTRACTOR understands that LEA reserves the right to institute a program audit/review. The program audit/review may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

- 23.4. CONTRACTOR will make site's logs available for inspection by the LEA for: fire drill (EC 32001), and earthquake/disaster drills (EC 35295-35297).
- 23.5. CONTRACTOR will make available for inspection by the LEA, a current listing of names and positions of employees who have access to confidential records. (34CFR 300.572(d)).
- 23.6. All student records shall be kept in a secure location preventing access by unauthorized individuals.
- 23.7. CONTRACTOR will maintain an access log delineating: date, time, purpose of access, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR.
- 23.7.1. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records.
- 23.8. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and EC §49060 et. seq. and §56000 etc. seq.
- 23.9. CONTRACTOR assures LEA that prescribed and non prescribed medications, are distributed at school only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is to be taken. All medication shall be kept in a secure location preventing access by students and unauthorized individuals. CONTRACTOR shall also assure LEA that there is a written statement from the parent/guardian or authorized legal agent giving the school permission to dispense prescribed and non-prescribed medication to the student. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to student.
- 23.10. The LEA will assure that the NPS is in compliance with EC 56366.9 and Sec 1501.1(b) of the Health & Safety Code indicating that children with various handicapping conditions may be placed in the same educational facility and this decision will be made on the basis of individual need under the jurisdiction of a legally constituted IEP team meeting. In addition, if CONTRACTOR is also a licensed childcare institution (LCI), such CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI pupils as stated in EC § 56366.9. An LCI at which an individual with exceptional needs (IWEN) resides shall not require as a condition of residential placement that it provide the appropriate educational program to that IWEN through a NPS/A owned, operated by or associated with an LCI. Those services may only be provided if the SELPA determines that appropriate public alternative educational programs are not available.
- 23.10.1. The CONTRACTOR will inform other placing agencies of the requirements of 56366.9 and provide the LEA documentation of such.
- 23.11. Oversight and evaluation is accomplished through annual educational progress reports toward the attainment of the goals and objectives as specified in the IEP, written serious incident reports and unannounced site visits.

24. PARENT ACCESS/RIGHTS

- 24.1. CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters.
- 24.1.1. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.
- 24.2. CONTRACTOR's operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home, including, but not limited to, holidays and weekends.
- 24.3. LEA and CONTRACTOR shall jointly ensure that parents are notified of their rights, including the right to inspect their child's records and the right to due process.

25. VACATION/HOLIDAYS

25.1. LEA observes legal holidays including, but not limited to, the following: Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr.'s Day, Lincoln's Day, Washington's Day, and Memorial Day, as specified in the LEA's official calendar. CONTRACTOR will not be compensated for service provided on these school holidays.

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

26.1. If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements, and other requirements (e.g. proficiency tests, High School Exit Exam, Certificate of Completion requirements, etc.).

26.2. For pupils in grades 9-12, CONTRACTOR shall prepare official transcripts specific to the credits earned at the NPS and submit them to the LEA and the Registrar of the pupil's school of residence for evaluation of progress toward completion of diploma requirements, and specified levels of proficiency in basic skills if applicable, within two (2) weeks of the end of the semester, ESY, or transfer according to the NPS's calendar.

26.2.1. Out-of-district transcripts will also be sent with the local CONTRACTOR's official transcripts when submitting to the Registrar of the school of residence, who will complete an integrated transcript. A copy of the transcripts will be sent to the SELPA Director or designee.

26.3. Prior to January 10th of each year, an anticipated graduation list will be sent to the Registrar of the school of residence. The LEA shall ensure that the school of residence provides diplomas/certificate of completion in accordance with IEP for any student who attended an NPS within the LEA and for whom the LEA has developed an ISA.

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

27.1. For pupils in grades preK-12, CONTRACTOR shall administer state and district-required tests (e.g., STAR, proficiency tests, multiple measures, writing samples, etc.). The NPS/A shall determine its STAR testing period based on completion of 85% of the instructional year at that NPS/A plus and minus ten (10) days, resulting in a 21 day period. The NPS/A shall notify the district of residence of its testing period with their instructional calendar. Staff from the NPS/A shall participate in STAR training from one LEA and that training shall be sufficient for all LEAs that send pupils to the NPS/A.

27.2. LEA shall provide at least thirty (30) days advance notice to the CONTRACTOR of the dates by which testing other than STAR shall be completed.

27.3. LEA shall coordinate with the CONTRACTOR to ensure that pupils participate in mandatory statewide assessments to the maximum extent possible, with appropriate supports, services, and accommodations per the IEP.

27.3.1. The district of residence shall provide the NPS with testing materials for its pupils. The LEA shall be responsible for providing necessary training and testing materials for all tests.

27.4. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the student's IEP.

27.5. CONTRACTOR shall ensure that individualized transition plans are implemented for all pupils age 16 and older.

28. PROGRESS REPORTING & ACCOUNTABILITY

- 28.1. CONTRACTOR shall send progress reports to the LEA and parent/guardian/surrogate within two (2) weeks of the end of each quarter of the NPS's calendar and within fourteen (14) calendar days after the end of Extended School Year.
- 28.2. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review by LEA's IEP team. When a pupil's enrollment is terminated, an updated exit form including withdrawal grades, enrolled courses and credits earned will be sent to the LEA.
- 28.2.1. CONTRACTOR shall complete academic or other assessment of the LEA student prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.
- 28.3. The NPS is subject to the alternative accountability system developed pursuant to section EC 52052, in the same manner as public school and each pupil placed in NPS by an LEA shall be tested by qualified staff of the NPS in accordance with that accountability program. The test results shall be reported by the NPS to the CDE and the LEA.
- 28.4. The NPS shall prepare a school accountability report (SARC) and provide a copy to the contracting LEA.
- 28.5. The superintendent shall conduct an investigation which may include an onsite visit of any NPS if there is evidence of a significant deficiency in the quality of educational services.
- 28.6. Upon receipt of notice of any alleged violation of EC 56366.9 or Section 1501(b) of the Health and Safety Code, the LEA's Uniform Complaint procedures shall be followed.

29. ACCIDENT/INCIDENT REPORTING

- 29.1. CONTRACTOR agrees to contact the LEA within one (1) business day, (phone) 209-830-3270, and complete a written accident/incident report or Behavioral Emergency Report within five (5) days, and fax it to the LEA, 209-830-3274 Attn: Nancy E. Hopple when a student has suffered an injury that requires medical attention.
- 29.2. CONTRACTOR agrees to contact within one (1) business day and fax an incident report to the LEA within 5 working days when Contractor becomes aware of circumstances that require notification be made to other agencies. These circumstances may include, but are not limited to, incidents involving law enforcement, allegations of molestation, child abuse, injuries resulting from physical restraint, and incidents of students leaving campus without permission. In addition, immediately after a student is determined to have been absent without permission during the school day from CONTRACTOR'S NPS, CONTRACTOR shall notify the LEA, in writing of such absence.
- 29.3. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.
- 29.4. CONTRACTOR agrees to provide annual training to all employees regarding the mandated child abuse reporting laws set herein. CONTRACTOR agrees that all staff members will abide by such laws in a timely manner. Documentation of training shall be maintained in the employee's personnel file.

30. HEALTH AND SAFETY

- 30.1. CONTRACTOR shall require that all regular and substitute employees and volunteers provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.
- 30.2. CONTRACTOR agrees all employees, volunteers, and any other individual who may come into contact with a student on school grounds will be notified of and will follow universal health care precautions when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training to all employees and volunteers regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.
- 30.3. The superintendent shall conduct an onsite investigation of a NPS/A at anytime without prior notice if there is substantial reason to believe that there is immediate danger to the health, safety or welfare of a child.

31. EMERGENCY PRECAUTIONS

- 31.1. CONTRACTOR shall keep on file a detailed disaster plan containing complete written emergency procedures and operations in the event of a catastrophic occurrence such as, but not limited to an earthquake, attack of school personnel and/or student by an individual, fire disaster, lockdown, intruder, bomb threat, medical emergencies and/or power outage. CONTRACTOR agrees to maintain and keep available for inspection by LEA or District representative a log containing the date, time, and length of all practice disaster drills completed between August 1st and July 31st during the current school year, as well as all practice drills completed during the previous three (3) years.
- 31.2. CONTRACTOR shall report within three (3) business days to LEA any violations or items found out of compliance by the fire marshal during the inspection of the premises and accompanying buildings. CONTRACTOR shall have in place an operational fire warning system that complies with all required state and federal laws. CONTRACTOR shall also have occupancy capacity signs clearly posted in all rooms if required in the California Health and Safety Code and/or by the Fire Marshal.

32. SEXUAL HARRASSMENT

CONTRACTOR shall have procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute or give the appearance of sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall allow the LEA to participate in said investigations when it involves a student. CONTRACTOR further agrees to provide annual training to all employees and students regarding regulations concerning sexual harassment and related procedures.

33. APPROPRIATE THERAPY SPACE

- 33.1. CONTRACTOR will make available appropriate therapy space for DIS providers. This space shall be free from distraction and safe for students in order to provide effective services.

34. ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

- 34.1. CONTRACTOR shall ensure that all staff who are not fully credentialed are directly supervised by a person who possesses a full and appropriate credential. Supervision shall include, but not be limited to, direct access by staff to his/her supervisor on a daily basis for technical support, guidance and emergency interventions in order to provide FAPE to students.

35. BEHAVIOR MANAGEMENT

35.1. CONTRACTOR shall provide a description of the school's behavior management system, incident reporting procedures, and name(s) of the school's certified Behavior Intervention Case Manager(s) (BICM). CONTRACTOR shall ensure that all staff are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions set forth in California EC §§56520-56524 and California Code of Regulations Title 5, §3001 and §3052. BICMs shall provide assistance which includes: data collection for behavioral issues, formulation of positive behavioral support plans, conducting Functional Behavior Assessment, Functional Analysis of Assessment and Behavior Intervention Plans.

36. STUDENT RETURN TO DISTRICT

36.1. When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist in the implementation of the IEP team recommendation. The CONTRACTOR shall immediately notify the LEA, if the transition to the public schools identified by the IEP team is not carried out. This may include, but not be limited to the facilitation of: dual enrollment, course scheduling, transportation arrangements and other student supports.

37. SCHOOL CLOSURE

37.1. CONTRACTOR agrees, in the event of school or agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEPs and results of district-required testing.

38. OTHER PROVISIONS

- 38.1. Any structural modifications that are required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
- 38.2. CONTRACTOR assures LEA that it does not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

39. INDIVIDUAL SERVICE AGREEMENTS

- 39.1. This contract shall include an ISA developed for each LEA student who is to receive special education and/or related services provided by CONTRACTOR. Related services will be provided as indicated on the IEP and ISA. Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the student's IEP, mediated agreement, an order from OAH and/or an order rendered by a court of competent jurisdiction. ISAs are terminated on the same date as termination of the Master Contract.
- 39.2. CONTRACTOR shall not unilaterally terminate any ISA for a student suspension. CONTRACTOR shall obtain written authorization from LEA before terminating any ISA for reasons other than suspension.
- 39.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.

40. PAYMENT PROVISION

- 40.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.
- 40.2. LEA shall not be responsible for payment of services for days on which a pupil's attendance or absence does not qualify for reimbursement under California law. (EC 46010 et seq.) Per diem rates for pupils whose IEP's authorize less than a full instructional day shall be adjusted on a pro rata basis

in accordance with the actual proportion of the school day served for elementary school age students and periods for middle and high school age students.

- 40.3. Original attendance forms submitted to the LEA with invoices for payment must be completed and signed by the person providing the service, (i.e., teacher/occupational therapist/speech therapist). CONTRACTOR shall verify the accuracy of reported attendance, which is the basis of services being billed for payment, and shall inform service providers of their responsibility for the services being reported as rendered.
- 40.4. CONTRACTOR shall submit monthly written invoices for payment. Such invoices shall be submitted on a form, and in the manner prescribed by the California Department of Education.
- 40.5. CONTRACTOR shall submit said invoices for payment for services rendered no later than thirty (30) days from the end of the attendance accounting period in which said services are actually rendered.
- 40.6. LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice or the LEA shall notify the NPS within ten (10) working days of any reason why the requested payment shall not be paid.
- 40.6.1. CONTRACTOR should notify SELPA Director if there are problems with timely payment.
- 40.7. CONTRACTOR shall submit a rebilling statement no later than ten (10) days after an invoice is returned to the CONTRACTOR for correction(s).
- 40.8. If the LEA fails to comply, the NPS may require the LEA to pay an additional amount of 1 ½ percent of the unpaid balance per month until the full payment is made.

41. RIGHT TO WITHHOLD

- 41.1. LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that:
 - 41.1.1. CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, records;
 - 41.1.2. Contractor has failed to provide to LEA all documents prior to school closure;
 - 41.1.3. CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) calendar days from the end of the attendance accounting period;
 - 41.1.4. CONTRACTOR has failed to provide to LEA proper rebilling invoices within thirty (30) calendar days from the date that the original invoice was returned to CONTRACTOR;
 - 41.1.5. CONTRACTOR has not performed a service identified on the invoice;
 - 41.1.6. CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;
 - 41.1.7. CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure;
 - 41.1.8. CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; and/or
 - 41.1.9. CONTRACTOR's service is provided by personnel who are not appropriately credentialed/licensed or whose credential(s)/license(s) are not on file with LEA, Tracy Unified School District;
- 41.2. If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide written notice to CONTRACTOR that LEA is withholding payment.
 - 41.2.1. Such notice shall specify the basis for LEA's withholding payment.
 - 41.2.2. Within ten (10) business days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment.

41.2.3. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to respond by an additional ten (10) business days.

42. AUDIT EXCEPTIONS

- 42.1. CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract.
- 42.2. CONTRACTOR also agrees to pay to LEA within forty-five (45) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable to CONTRACTOR's failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing.
- 42.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 42.4. Within three (3) business days, CONTRACTOR shall notify the LEA in writing when CONTRACTOR is unable to provide services to meet the requirements of this contract.

43. MAINTENANCE OF RECORDS

- 43.1. The following records shall be maintained by CONTRACTOR:
- 43.1.1. All student records, including by way of illustration and not limitation, assessment information, evaluations (including test protocols), progress reports, incident reports, discipline reports, comment sheets, meeting summaries regarding students, registers, grade books, and roll books of teachers; daily service logs or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); staff lists specifying credential held, business licenses held, documents evidencing other qualification, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state NPS/A certifications; bylaws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.
- 43.1.2. Such forms and records shall be available for review, inspection, or audit by LEA for a period of three (3) years thereafter.

44. TERM OF CONTRACT

- 44.1. During the term of this Agreement, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA, and other local statutes, laws, ordinances, rules, policies, and regulations including, but not limited to, those relating to: the required special education services, facilities for IWENs, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.
- 44.2. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services to be provided.
- 44.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 44.4. Should any provision in this contract be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

44.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

44.6. This contract is effective on 12/11/06 and terminates at 5:00 p.m. on 6/30/07 unless sooner terminated as provided herein.

RATE SCHEDULE

Education service(s) offered by CONTRACTOR, and subcontractor, if applicable and the charges for such service(s) during the term of this contract, shall be as follows:

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
<u>➤ As set forth in the IEP for each student</u>	<u>\$173.00</u>	<u>180 days</u>

RELATED SERVICES/DESIGNATED INSTRUCTIONAL SERVICES (DIS)

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	<u>\$33.19</u>	<u>180 days</u>
b) Transportation – One Way	<u> </u>	<u> </u>
c) Transportation – 1 on 1 Rider (per IEP)	<u> </u>	<u> </u>
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	<u> </u>	<u> </u>
2) Counseling		
a) Educational Counseling – Individual	<u> </u>	<u> </u>
b) Educational Counseling – Group	<u> </u>	<u> </u>
c) Counseling – Parent	<u> </u>	<u> </u>
3) Adapted Physical Education	<u> </u>	<u> </u>
4) Language/Speech		
a) Language/Speech Therapy-Individual	<u> </u>	<u> </u>
b) Language/Speech Therapy-Group	<u> </u>	<u> </u>
5) Orientation/Mobility Training	<u> </u>	<u> </u>
6) Occupational Therapy	<u> </u>	<u> </u>
7) Physical Therapy	<u> </u>	<u> </u>
8) Aides	<u> </u>	<u> </u>
9) Other <u>Extended School Year</u>	<u> </u>	<u> </u>
10) Other <u> </u>	<u> </u>	<u> </u>

**** Partial Day Rate** shall be adjusted on a pro rata basis in accordance with the actual proportion of the school day -- minutes for students (# of minutes /total number of minutes X daily rate = partial day rate). This formula will be used to calculate rate for the ISA for less than a full day, e.g., extended school year, mainstreaming, reduced attendance.

NOTES:

CONTRACTOR

LEA

Nonpublic School/Agency

Nancy E. Hopple, Director of Special Education

Contracting Officer's Date
Signature

Deputy Superintendent's Signature Date
Educational Services

Name and Title (type) Date

Assistant Superintendent's Signature Date
Business Services
(Authorized Representative and Contracts Supervisor)

Tax I.D. # _____

INDEX

General Provisions/Definitions	1
1. Modifications and Amendments	2
2. Renewal of Certification	2
3. Notices	2
4. Disputes	3
5. Subcontractors and Assignments	3
6. Independent Contractor Status	3
7. Conflict of Interest	3
8. Termination.....	4
9. Inspection and Audit	4
10. Indemnification	5
11. Insurance	5
12. Free and Appropriate Public Education (FAPE)	5
13. Definition of Parent	6
14. Definition of Day	6
15. Qualified Personnel and Class Size	6
16. School Calendar	7
17. Attendance and Accounting/Reporting	7
18. Instructional Minutes	8
19. Individualized Education Plan (IEP)	9
20. Instruction/Curriculum	9
21. Nutrition	10
22. Discipline	10
23. Monitoring	10
24. Parent Access/Rights	11
25. Vacation/Holidays	12
26. Graduation/Diplomas/Transcripts	12
27. Assessments/Grading Policies/Transition	12
28. Progress Reporting	13
29. Accident/Incident Reporting	13
30. Health and Safety	14
31. Emergency Precautions	14
32. Sexual Harassment	14
33. Appropriate Therapy Space	14
34. Administrative Duties and Supervision of Staff	14
35. Behavior Management.....	15
36. Student Return to District	15
37. School Closure	15
38. Other Provisions	15
39. Individual Service Agreements	15
40. Payment Provisions	15
41. Right to Withhold	16
42. Audit Exceptions	17
43. Maintenance of Records	17
44. Term of Contract	17
Signature Page.....	19

Universal Health Services - Keystone Schools

Keystone School at Carmichael

227 DAYS

2006 - 2007 School Calendar

(916) 482-9634

July 2006						
S	M	T	W	T	F	S
1						
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
Total School Days						
20						

October 2006						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Total School Days						
22						

January 2007						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Total School Days						
17						

April 2007						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
Total School Days						
16						

Extended Year:
Fall Semester ends: 9/1/06 - 2/05/07
Spring Semester: 02/06/07 - 6/29/07
3rd Quarter Ends: 4/20/07

Extended Year Days:
Fall Semester Days: 95
Spring Semester Days: 96

Total School Days: 7/1/06 - 6/30/07 227

May 2007						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Total School Days						
22						

February 2007						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
Total School Days						
18						

November 2006						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
Total School Days						
19						

August 2006						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Total School Days						
ESY 14						

June 2007						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
Total School Days						
21						

March 2007						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Total School Days						
22						

December 2006						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
Total School Days						
16						

September 2006						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
Total School Days						
20						

Last day of Regular School minimum day 6/29/07

4th of July
Summer Break
Labor Day
Veteran's Day
Thanksgiving Holiday
Winter Break
Martin Luther King Day
Lincoln's Birthday
President's Day
Spring Break
Memorial Day
5/28/07
4/2 - 4/6
2/19/07
2/12/07
1/15/07
12/25/06-1/5/07
11/23 - 11/24
11/10/06
9/4/06
8/01 - 8/11
7/4/06

Holidays & Non-School Days

Hours

Regular Days: 8:45 am to 2:45 pm
Minimum Days: 8:45 am to 12:45 pm

Holidays or School NOT in Session

Weekend

Minimum Days

School in Session



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: December 14, 2006
Subject: Approve Out of State Travel to Albuquerque, New Mexico for Rebecca Frame, Bill Hopman, Mike Woodward, and Bruce Sawyer to attend the National Service Learning Conference on March 28, 2007 to March 31, 2007.

Background: Tracy Unified School District has been implementing service learning in grades kindergarten to 12th grade for the past six years. Currently, there are service learning activities in all schools. Service learning is becoming institutionalized in Tracy Unified School District. Yearly, the state and national service learning organizations offer conferences.

Rationale: This years' state service learning conference is designed for administrators and does not have offerings for teachers. The national conference has a variety of offerings for teachers. Tracy High School teachers, Mike Woodward and Bruce Sawyer, are interested in learning about projects and activities that fit the interests of the high school student. Bill Hopman is the District Service Learning Coordinator and Rebecca Frame oversees service learning for the District. This agenda item supports Strategic Goal #4-Develop Responsible Individuals.

Funding: Service Learning Grant

Recommendation: Approve Out of State Travel to Albuquerque, New Mexico for Rebecca Frame, Bill Hopman, Mike Woodward, and Bruce Sawyer to attend the National Service Learning Conference on March 28, 2007 to March 31, 2007.

Prepared by: Rebecca Frame, Director of Student Services and Curriculum



EDUCATIONAL SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: ~~JH~~ Sheila Harrison, Assistant Superintendent of Educational Services
DATE: December 11, 2006
SUBJECT: Approve out of state travel (Redmond, Washington) for Cindy Minter to attend Microsoft's US Public Sector CIO Summit February 27-March 1

BACKGROUND: Cindy Minter is invited by the Microsoft Corporation to attend their US Public Sector CIO Summit February 27 – March 1.

RATIONALE: The Microsoft Public Sector CIO Summit is designed to provide participants with the opportunity to explore important technology trends and best practices with colleagues and industry experts. This is an excellent opportunity to keep our technology department knowledgeable and up-to-date. Example topics to be covered in the Summit include: School of the Future, Lowering Management Costs, Digital Archiving, Disaster Planning and Response, Software as a Service, Business Productivity, Managing Performance, Finding, Using and Sharing Information.

FUNDING: Expenses are entirely paid for by the Information Services and Educational Technology funds. Approximate cost is \$1000.00.

RECOMMENDATION: Approve out of state travel (Redmond, Washington) for Cindy Minter to attend Microsoft's US Public Sector CIO Summit February 27-March 1 associated costs (travel and lodging) to be paid out of Information Services and Educational Technology funds.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: December 6, 2006
SUBJECT: Approve Special Services Contract with Horizon International, LLC at Duncan-Russell High School to Conduct an Assembly on Teen Truth Bully Prevention on January 17, 2007.

BACKGROUND: The District has implemented bullying prevention interventions in elementary and middle school. There are parent information pamphlets on bullying and students who are bullying others are put on contracts. In addition, there have been numerous trainings throughout the last five years on bullying prevention. Guest speakers have been used at the high school level to assist students in bully prevention and teach respectful behavior toward each other.

RATIONALE: Horizon International, LLC has produced a film specifically for high school age students on bully prevention. Horizon International, LLC has worked in collaboration with Human Relations Media to create a teacher's resource book and student handouts that accompany the film. In addition, the producers of Horizon International, LLC wish to market and expand their offerings on bullying prevention by conducting assemblies for high school students. This agenda item supports Strategic Goal #2-Create Quality Learning Environments.

FUNDING: Student Services \$550

RECOMMENDATION: Approve Special Services Contract with Horizon International, LLC at Duncan-Russell High School to Conduct an Assembly on Teen Truth Bully Prevention on January 17, 2007.

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

Tracy Unified School District
315 East Eleventh Street, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: **Present Teen Truth Bullying Film and lead group discussion on bullying prevention.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 90 minute(s), under the terms of this agreement at the following location: **Duncan-Russell 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 **\$375 (Flat Rate)**, not to exceed a total of **\$375**. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District ☒ **SHALL**; ☐ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall be **\$175** for the term of this agreement.
 - C. District shall make payment on a ☐ **MONTHLY PROGRESS BASIS**, ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are NOT required for out-of-pocket expense reimbursements.
4. The term of this agreement shall commence on **January 1, 2007**, and shall terminate on **February 1, 2007**.
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, **Rebecca Frame**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or

in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

Horizon Entertainment
Consultant Signature (1)

Social Security Number or TIN number (2)

Date

Date

Title

Title

Account Number to be charged

Address

City/State/Zip

Budget Approval

Phone Number

Date Approved by the Board

Send All Copies to the Business Office

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

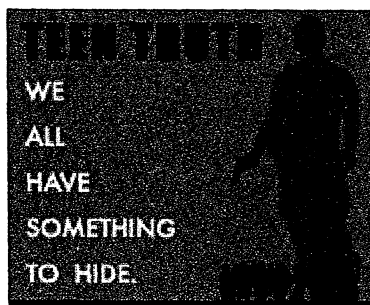
C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998

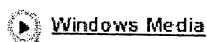
Product Information

Teen Truth: An Inside Look at Bullying and School Violence

[Back to Search Results](#)



Grades: 7 - 12



Price: ~~\$189.00~~ \$139

This multi-faceted production weaves together several dramatic strands, creating a unique and candid view of how bullying directly correlates to the rise of school violence in schools. In one strand, viewers follow a fictionalized story of a confused teenager toting a backpack as he rides a bus to school. Through his narration we learn of his inner frustrations and becomes increasingly clear that he is armed and prepared to use his concealed weapon. In another strand, we see and hear the voices and pictures of real teens videotaping and questioning their own peers about the devastating effects of bullying and violence in and around their schools. Viewers experience the Columbine disaster, through live voice recordings of parents, teachers and students talking to 911 operators as the disaster occurred. Finally, viewers hear from experts and students about the best ways to combat bullying and school violence while the story of the armed young man riding the bus takes a surprising twist. A detailed teacher's resource book provides activities, worksheets, fact sheets and resources to aid in the struggle to stop bullying and school violence.

Includes Pre- and Post-Tests

Produced by B1 Films and Horizon Entertainment

Running Time: 24 minutes



Close Captioned

Includes: Video or DVD, teacher's resource book and student handouts

Click here for online preview:

[QuickTime](#)

[Windows Media Player](#)

This item is available in the following formats:

☒ DVD - #8027DV

☐ Video - #8027

Add To Cart



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: December 5, 2006
SUBJECT: Approve Overnight Travel For Kirk Brown To Attend The IB Teacher Training Workshop At Rice University, Houston, Texas, From Thursday, March 8 Through Sunday, March 11, 2007

BACKGROUND: The International Baccalaureate teaching staff members need a program-sponsored workshop to ensure a strong teaching staff that is trained in all aspects of IB.

RATIONALE: IB teacher Kirk Brown will be instructed on the latest developments in the curriculum, assessment procedures and format of the IB Biology examination. As an experienced IB teacher he will attend workshops to improve the IB Biology program at Tracy High School and to connect to his discipline's current work. Mr. Brown has not had IB Biology Higher Level training in over 5 years. This supports Strategic Goal #7 (Leadership).

FUNDING: The IB Grant will fund this conference. The cost breakdown is as follows: Registration \$520.00; Air Fare \$750.00 (approximately); Mileage \$71.20; Meals \$128.00; Substitute Teacher \$150.00 (Friday only); Lodging \$450.00; Airport Parking and Shuttles \$200.00 (approximately). The total expenses shall not exceed \$2,269.20.

RECOMMENDATION: Approve Overnight Travel For Kirk Brown To Attend The IB Teacher Training Workshop At Rice University, Houston, Texas, From Thursday, March 8 Through Sunday, March 11, 2007.

Prepared by: Pat Anastasio, Principal, Tracy High School



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
Date: December 15, 2006
Re: Approve Agreement For Special Contract Services With Celemonde! To Facilitate A Towards Equity Seminar At The Beginning Teacher Support And Assessment (BTSA) Induction Program Support Provider/Participating Teacher Meeting On March 15, 2007.

Background: Board approval is requested to contract with Celemonde! to facilitate a Towards Equity session for grades K-12 teachers participating in the Districts' two-year statewide research-based Beginning Teacher Support and Assessment (BTSA) induction program on March 15, 2007.

Rationale: The District has set a target of 26% or more of all students will demonstrate grade level/subject matter proficiency as measured by appropriate State tests. Presently, the District is not meeting the target with its subgroups. The Towards Equity seminar provides teachers with a foundation for understanding the needs of those subgroups and strategies for addressing those needs. This Agenda Item supports Strategic Goal #7: Educational Leadership.

Funding: Funding for this contract is to be paid with the 06-07 Teacher Credentialing Block Grant (TCBG) RS7392 specific to the BTSA induction program. This contract shall not exceed \$500.

Recommendation: Approve Agreement For Special Contract Services With Celemonde! To Facilitate A Towards Equity Seminar At The Beginning Teacher Support And Assessment (BTSA) Induction Program Support Provider/Participating Teacher Meeting On March 15, 2007.

Prepared by: Janice Bussey, Director of Staff Development

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

1. Contractor shall perform the following duties: Facilitate a Towards Equity seminar at the BTSA Support Provider/Participating Teacher meeting March 15, 2007.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one (1) **HOURS/DAY**(s) (circle one), under the terms of this agreement at the following location 1904 N Corral Hollow Rd, IGCG Rooms D1-5.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 400 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 400. 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 \$ 100 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 July 1, 2006, and shall terminate on June 30, 2007.
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, Janice Bussey at (209) 831-5200 ext. 1504 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:

Jan Lincoln
Consultant Signature (1)

Social Security Number (2)

11.20.06
Date

Consultant
Title

650 Keyes Avenue
Address

Angwin, CA 94508

707/ 965-9350voice 707/ 252-2666 fax

Janice A. Bussey
Tracy Unified School District

November 1, 2006
Date

Director of Staff Development
Title

01-7392-0-1110-2100-5800-800-1942
Account Number to be Charged

Department/Site Approval

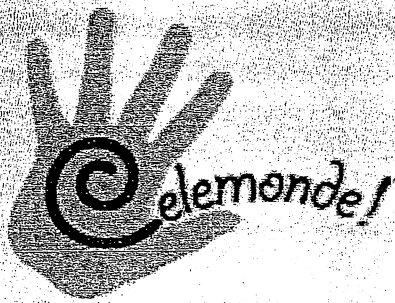
Janice A. Bussey
Budget Approval

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.

File: CntrctSrvcs.dot
Disk: S:\shared



cultural awareness education

This agreement is made between Tracy USD BTSA Program with a principal place of business 1945 West Lowell Avenue, Tracy, CA. 95376 and Celemonde! with a principal place of business of 650 Keyes Avenue Angwin CA 94508.

A. Celemonde! agrees to perform the following services

A. Two Hour Seminar - Toward Equity Year One - March 15, 2007

B. Payment

A. One two hour seminar @ \$400

B. In consideration for the services to be performed by Celemonde!, Tracy USD BTSA Program agrees to pay \$400 according to the terms set below.

C. Terms of Payment

A. Celemonde! shall be paid \$400 on March 15, 2007

B. Remainder of compensation shall be paid within 30 days of seminar

D. Expenses

A. Tracy USD BTSA Program shall reimburse Celemonde! for the following expenses that are directly attributable to work performed under this agreement.

A. Mileage

E. Materials

A. Celemonde! to provide Master Copy of presentations and handouts for participants

B. Tracy USD BTSA Program to provide copies of presentation, handouts, flip chart, markers and VCR.

F. Terms of Agreement

A. This agreement will become effective when signed by both parties

B. This agreement will terminate on March 15, 2007.

G. Notices

A. All notices and other communication in connection with this agreement shall be in writing and shall be given as follows:

A. When delivered personally to the recipient's address as stated on the Agreement

B. Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement

C. When sent by e-mail

H. Acceptance

- A. If the terms of this proposal and letter of agreement meet with your approval, please sign
- B. Return original signed copy to Celemonde!

Signatures:

Client: Tracy USD BTSA Program 1945 West Lowell Avenue Tracy, CA 95376

By: _____

Signature

Typed or Printed Name: _____

Patricia Hand / Patricia Hand

Title: _____

BTSA Coordinator

Date: _____

Oct. 31, 2006

Consultant: Celemonde! 650 Keyes Avenue Angwin, CA 94508

By: _____

Signature

Typed or Printed Name: _____

BETH LINCOLN

Title: _____

Beth Lincoln

Taxpayer ID Number: 59-3792275

Date: _____

October 20, 2006

650 Keyes Avenue • Angwin, CA 94508 • Phone: 707.965.9350 • Fax: 707.252.2666
email info@celemonde.com • www.celemonde.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: December 18, 2006
SUBJECT: Ratify the Agreement for Special Contract Services with the San Joaquin County Office of Education / External Technical Assistance Team, and Tracy Unified School District for the Purpose of Serving as the External Entity in the Review, Writing, and Monitoring of the TUSD LEA Plan Addendum.

BACKGROUND: Under No Child Left Behind legislation, school districts which fail to make Adequate Yearly Progress (AYP) for two successive years are identified as Program Improvement Districts. As this is the second consecutive year that Tracy Unified has had two subgroups that have not met the AYP targets the district is required to retain the services of an External Technical Assistance Team. This needs to be ratified due to the State requirement to encumber District Program Improvement grant funds that are allocated for the External Technical Assistance Team by December 29, 2006. Details of the contract were being worked out with the External Technical Assistance Team through December 15, 2006.

RATIONALE: The California Department of Education has designated San Joaquin County Office of Education as an external technical assistance provider. The district has selected San Joaquin County Office of Education as our External Technical Assistance Team. They will offer technical assistance to Tracy Unified in the implementation of the LEA Plan revisions. They will monitor and support progress over the 2006-2007 school year towards meeting the goals established in the LEA Plan. This meets Strategic Goal #1, Quality Curriculum, and Strategic Goal #2, Quality Learning Environment.

FUNDING: The total cost for San Joaquin County Office of Education to serve as the district's External Technical Assistance Team is \$30,000 for the 2006-2007 school year. The district has received \$420,000 for Program Improvement (PI). This PI grant expires on Dec. 29, 2006 and most of this funding has been spent. The remaining \$9,227 of PI grant funds and \$20,773 of School Improvement Program carryover funds will pay this cost.

RECOMMENDATION: Ratify the Agreement for Special Contract Services with the San Joaquin County Office of Education / External Technical Assistance Team, and Tracy Unified School District for the Purpose of Serving as the External Entity in the Review, Writing, and Monitoring of the TUSD LEA Plan Addendum.

Prepared by: Sheila Harrison, Assistant Superintendent of Educational Services

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

1. Contractor shall perform the following duties: Provide technical assistance in the implementation of the LEA Plan revisions. They will provide 25 days of services. They will monitor and support progress over the 2006/2007 school year towards meeting the goals established in the LEA Plan.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 25 () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Tracy Unified School District
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$30,000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$30,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [☐] MONTHLY PROGRESS BASIS, [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 1, 2006, and shall terminate on June 30, 2007.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

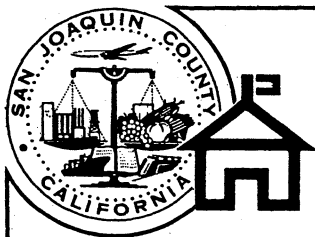
Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrvcs.dot
Disk: S:\shared



SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Memorandum of Understanding SAN JOAQUIN COUNTY OFFICE OF EDUCATION EXTERNAL TECHNICAL ASSISTANCE TEAM AND TRACY UNIFIED SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education/External Technical Assistance Team, hereinafter referred to as "SJCOE/ ETAT," and Tracy Unified School District, hereinafter referred to as "TUSD," is for the purpose of serving as the external entity in the Review, Writing and Monitoring of the TUSD LEA Plan Addendum. The two parties, SJCOE and TUSD mutually agree to the following terms and conditions:

I. SCOPE OF WORK AS EXTERNAL ENTITY FOR PROGRAM IMPROVEMENT, SJCOE WILL, IN CONCERT WITH TUSD:

- A. Work with the District Leadership Team on District Program Improvement tasks.
- B. Review results of the District Assistance Survey (DAS) and the Academic Program Survey (APS).
- C. Communicate with school/district staff and community regarding planning process.
- D. Validate the Academic Program Survey results through documentation, interview and observation.
- E. Complete additional assessments, such as, the Least Restrictive Environment Survey and the English Learner Subgroup forms and provide an analysis of results.
- F. Revise the LEA Plan addendum to address barriers to improved student performance based on school plans and district surveys.
- G. Assist in development of a budget aligned to the LEA Plan elements.
- H. Monitor and support progress over the 2006-07 school year toward meeting the goals established in the LEA Plan.
- I. Provide resources and/or professional development to the TUSD leadership to support the full implementation of the state core adoptions
- J. Provide TUSD with technical assistance in the implementation of the LEA Plan revisions. To support the work of items A-I above, SJCOE/ETAT will provide 25 days of SJCOE/ETAT time. (For example, one full day meeting attended by five SJCOE/ETAT members equals 5 days of service.) These dates will be mutually agreed upon by SJCOE and TUSD.

II. TUSD AGREES TO COMPLY WITH STATE REQUIREMENTS FOR DISTRICT PROGRAM IMPROVEMENT:

- A. Compile APS and DAS results.
- B. Communicate with the District Administrators the goals of LEA Plan addendum.
- C. Meet with the SJCOE/ETAT two times in the spring for an update on the process.
- D. Work together with the SJCOE/ETAT team to accomplish the tasks in #I.

III. TERMS OF AGREEMENT

This agreement will be in effect from November 1, 2006 to June 30, 2007.

IV. COMPENSATION:

TUSD will pay SJCOE/ETAT \$30,000 for the services rendered above. 100% will be due on or before December 29, 2006. Payment to SJCOE/ETAT by TUSD for these services will be made upon written request.

V. TERMINATION OF MEMORANDUM:


This agreement can be terminated by either party with 30 days written advance notice.

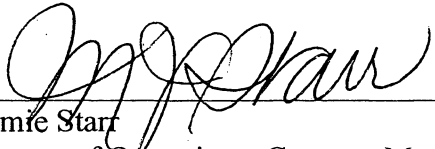
VI. CERTIFICATION OF NON-EMPLOYEE STATUS:

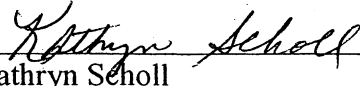
A. SJCOE/ETAT certifies that at all times the ETAT is acting as an independent contractor and not as employee of Tracy Unified School District. Tracy Unified School Districts agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.

B. Tracy Unified School District agrees to make no claim against the County Office of Education for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that Tracy Unified School District is not entitled to any such benefits.

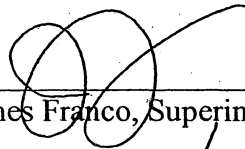
SAN JOAQUIN COUNTY OFFICE OF EDUCATION:

 12/14/06
Gary F. Dei Rossi, Ed.D.
Assistant Superintendent Education Services
Date _____

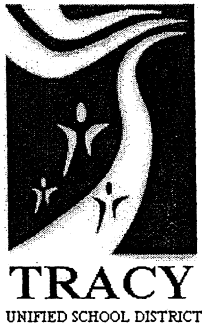

Mamie Starr
Director of Operations, Contract Manager
Date 12/14/06


Kathryn Scholl
Director of State & Federal Programs, Language Arts
Date 12/14/06

TRACY UNIFIED SCHOOL DISTRICT:


James Franco, Superintendent

Date 12/19/06



EDUCATIONAL SERVICES MEMORANDUM

TO: Jim Franco, Superintendent
FROM: ~~XX~~ Sheila Harrison, Assist. Superintendent, Educational Services
DATE: December 13, 2006
Subject: Approve Service Agreement for Go the Distance Productions to Present Three Assemblies on January 17, 2007

Background: Go the Distance Productions is a multi-media production company based in southern California. Their productions are geared toward elementary and middle school students with messages to encourage good character.

Rationale: The Cinema theater presentation will provide an appropriate program for Kindergarten through eighth grade students. The productions will be in line with the District's plan to maintain a safe, positive, and caring school environment at Poet-Christian School. These productions support Strategic Goal #2, Quality Learning Environment, providing students with real-world learning opportunities and exposure to the performing arts.

Funding: The total cost of the three assemblies is \$995.00. The Poet-Christian Parent Teacher Student Club will provide the funding.

Recommendation: Approve Service Agreement for Go the Distance Productions to Present Three Assemblies on January 17, 2007.

Prepared by: William Maslyar, Principal, Gladys Poet-Christian 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," Go The Distance Productions, 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: Go The Distance Productions Theater Assembly will present three assemblies on January 17, 2007. Performance times are 9:00 am, 10:00 am, and 1:00 pm.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 day (one day) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Poet Christian School 1701 South Central Avenue, Tracy CA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 995.00 /**FLAT RATE** (circle one), not to exceed a total of \$995.00. 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 **January 17, 2007**, and shall terminate on **January 18, 2007**.
5. This agreement may be terminated at any time during the term by either party upon 10 day's written notice.
6. Contractor shall contact the District's designee, William Maslyar at (209) 831-5252 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

Date

Title

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



ASSEMBLY CONTRACT

This contract is for the purpose of officially confirming and documenting the agreement entered into between **GO THE DISTANCE PRODUCTIONS** and Gladys Poet Christian Magnet School.

SPECIFICATIONS OF THE AGREEMENT

To present the production of an available **GO THE DISTANCE PRODUCTIONS** Cinema Theater Assembly of your choice. On scheduled date(s) January 17, 2007 time(s) 9:00am/10:00am/1:00pm.

The sponsoring group obligations to **GO THE DISTANCE PRODUCTIONS**:

I. Preparation and set-up:

- A. Provide access to the facility where the assembly will take place 1 1/2 hours prior to productions start time
- B. Provide access to 20 amp circuits
- C. Provide set-up and take down assistance (custodian) or 2-4 students

II. Payment:

A 50% advanced payment is due for show confirmation date. The school will provide payment of \$995.00 for services rendered. If the sponsoring group requires a purchase order to authorize payments to **GO THE DISTANCE PRODUCTIONS**, the application purchase order number should be inserted here _____. **Under no circumstances can payment for this agreement be made payable to any other party other than GO THE DISTANCE PRODUCTIONS.** Payment sent to any other party or address, even if cashed, cannot be credited to this account. Remit payment to: GO THE DISTANCE PRODUCTIONS, 9912 Newcomb Avenue, Whittier, CA 90603.

III. Provisions:

- A. **Advertising Rights:** **GO THE DISTANCE PRODUCTIONS** reserves the right to name and credit corporate and foundation co-sponsors in the production in order to defray production and distribution costs. Credit may include logos or verbal announcements.
- B. **Modifications:** this agreement may not be modified except by a separate agreement documented in writing and signed by both parties.
- C. **FORCE MAJEURE:** Both parties agree that **GO THE DISTANCE PRODUCTIONS** will not be liable for delays or failures due to the elements, acts of God, acts of civil or military authorities, strikes, fires, floods, epidemics or any other causes beyond its reasonable control, and that reasonable effort will be made to reschedule the production.

This contract is based on the verbal agreement made on October 03, 2006 and is simply a written confirmation of that agreement. If **GO THE DISTANCE PRODUCTIONS** does not hear, in writing, from a representative of the sponsoring group within ten (10) days of receipt of this contract, **GO THE DISTANCE PRODUCTIONS** will assume all terms are acceptable in their totality. If the contract is not returned within (10) days after receiving contract, then **GO THE DISTANCE PRODUCTIONS** reserves the right to cancel without notice. The sponsoring group is responsible for full payment if they cancel the presentation without at least 30 days written notice.

Signed _____
(GO THE DISTANCE PRODUCTIONS)

Date October 12, 2006

Signed _____
(Sponsoring Group Representative)

Date 10/24/06

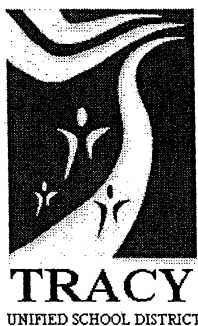
GO THE DISTANCE PRODUCTIONS

9912 NEWCOMB AVENUE

WHITTIER, CA 90603

TOLL FREE (877) 242 - 0700 FAX (562) 902-0494

REMEMBER TO SIGN AND FAX BACK THIS CONTRACT TO SECURE YOUR DATE



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: January 9, 2007
SUBJECT: Approve Certificated, Classified and/or Management Employment

BACKGROUND:

Albornoz, Betty

Correia, Lucia

Engelman, Bettina

Garcia, Kimberley

Manzo, Maribel

CLASSIFIED

Preschool Para Educator I (New)
PLAY Program Preschool -North School
4 hours per day
Range 24, Step B - \$11.91 per hour
Funding: Unrestricted Local Defined #5

Preschool Para Educator I (New)
PLAY Program Preschool – North School
7 hours per day
Range 24, Step C - \$12.48 per hour
Funding: Unrestricted Local Defined #5

Site Supervisor – Early Child Care (New)
PLAY Program Preschool – North School
7 hours per day
Range 36, Step C - \$16.49 per hour
Funding: Unrestricted Local Defined #5

School Supervision Assistant (Replacement)
Villalovoz Elementary School
1.5 hours per day
Range 21, Step A - \$10.63 per hour
Funding: General Fund

Special Ed Para Educator II (Replacement)
(Adapted PE) – Itinerant
6 hours per day
Range 30, Step D - \$15.02 per hour
Funding: Special Education

Marlin, Deanna

School Supervision Assistant (Replacement)
Williams Middle School
3 hours per day
Range 21, Step A - \$10.63 per hour
Funding: General Fund

Redick, Tawana

Special Ed Para Educator I (New)
Central Elementary School
4 hours per day
Range 24, Step C - \$12.48 per hour
Funding: Special Education

Rheinor, Miriam

Special Ed Para Educator I (Replacement)
Art Freiler School
4 hour per day
Range 24, Step A - \$11.37 per hour
Funding: Special Ed – IDEA Grant

Robledo, Lisa

I.E.P. Para Educator I (Replacement)
George Kelly School
6.25 hours per day
Range 24, Step A - \$11.37 per hour
Funding: Special Ed – IDEA Grant

Silva, Rebecca

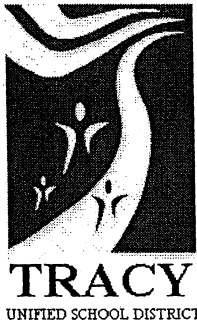
Preschool Instructor (New)
PLAY Program Preschool – North School
7 hours per day
Range 30, Step E - \$15.74 per hour
Funding: Unrestricted – Local Defined #5

Wilson, Gwen

K-8 Library Technician (Replacement)
Art Freiler School
8 hours per day
Range 30, Step E - \$15.74 per hour
Funding: State Lottery

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: January 9, 2007
SUBJECT: Accept the Resignations/Retirements/Leaves of Absence for
Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATIONS

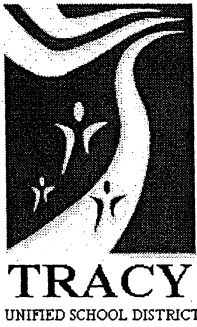
<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bailey, Jamie Para Educator I	Jacobson	12/31/06	Will now be substitute teaching
Cruz, Abel Bus Driver/Custodian	Transportation	12/15/06	None Given
Gozun, Sokhary Para Educator I	Villalovoz	12/15/06	Change of Employment
Murray, James I.E.P Para Educator I	THS	01/02/07	Returning to school
Oliveira, Louise School Supervision	Williams	12/12/06	None Given

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Hanson, Kathleen Food Service Worker	Monte Vista	01/17/07

RECOMMENDATION: Accept the Resignations/Retirements/Leaves of Absence
for Certificated, Classified and/or Management Employees

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: James Franco, Superintendent
FROM: James Mousalimas, Asst. Supt., Human Resources *JM*
DATE: December 18, 2006
SUBJ: Ratify Hiring of Two Consultants from CSEA to Provide Staff Development Training Opportunities for Classified Employees on September 22, 2006.

BACKGROUND:

The goal of strategic goal #7, Educational Leadership, Gateway to Tomorrow, is to develop powerful educational leaders. One of the ways to accomplish this is to provide staff development opportunities for classified employees.

RATIONALE:

During the 2001-2002 school year, the District formed a committee to review professional growth opportunities for classified employees. The committee recommended that we offer staff development opportunities for classified employees that would be useful and encourage them to continue in professional growth endeavors. Since that time, the classified employees were offered staff development opportunities in the areas such as time management, team building, safety in the workplace, True Colors, and conflict management.

This year, the committee recommended that we have Dealing with Difficult People and Workplace Violence Prevention workshops presented to classified employees that are offered through the CSEA Educational Programs and Resources Department. Through the Workplace Violence Prevention training, employees will learn what they can do to help prevent workplace violence. Through the Dealing with Difficult People training, employees will learn tools & techniques needed to respond appropriately when dealing with difficult people.

Employees will earn professional growth credit pursuant to Article XXXV, Professional Growth Program, of the Master Agreement between CSEA and TUSD.

Ratification is needed by the Board due to the unusual timeline of events. During the 05-06 school year, the training for classified employees was cancelled due to

scheduling conflicts between CSEA and TUSD. The training date for the 06-07 school year was scheduled over a year in advance of the actual training. Unfortunately, this unusual timeline of scheduling events resulted in an oversight to request Board approval prior to the training.

This agenda item meets strategic goal #7, Educational Leadership.

COST:

California School Employees Association – Nominal fee of \$5.00 per participant, per workshop. Total cost is \$200.

RECOMMENDATION:

Ratify Hiring of two Consultants from CSEA to Provide Staff Development Training Opportunities for Classified Employees on September 22, 2006

PREPARED BY: James Mousalimas



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent
DATE: December 20, 2006
SUBJECT: Approve Agreement for Special Contract Services for Assistant Pep Squad Coach Melanie Doyle for the 2006-07 Season

Background: There is a need in the Tracy High Pep Squad program for adequate supervision by knowledgeable coaches to ensure the players have a safe, educational, and positive experience. Having exceptionally qualified staff to maintain a safe environment is the primary aim of the program.

Rationale: Mrs. Melanie Doyle is uniquely qualified to assist and enhance the Pep Squad program at Tracy High School. Mrs. Doyle has extensive gymnastics and dance experience as a competitive athlete and also a coach. The experience and enthusiasm she brings to the athletes will ensure the overall success and safety of the program. Her duties will consist of assisting with daily practice, supervising at games, and driving the District vans to competitions.

This agenda item aligns with Strategic Goal #2, Creating and Maintaining a Safe and Supportive Learning Environment.

Funding: Expenses for the Assistant Pep Squad coach will be paid out of the Tracy High School ASB Pep Squad account. Expenses will not exceed \$1,000.00.

Recommendation: Approve Agreement for Special Contract Services for Assistant Pep Squad Coach Melanie Doyle for the 2006-07 Season

Prepared by: James Mousalimas

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Assist pep Squad advisor in coaching and supervisory roles during practices, games, competitions, and appearances.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 3-4 hrs/wk. () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Tracy 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 \$ 800.⁰⁰ per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$ 1,000.⁰⁰. 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 at rates not to 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on Jan. 2007, and shall terminate on MARCH, 19 2007.
5. This agreement may be terminated at any time during the term by either party upon 2 wks. () days written notice.
6. Contractor shall contact the District's designee, Mark Stroup, Athletic Director at (209) 831-5100, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify district for:

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

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statutes, rules or regulations, or with any policies of Contractor's current employer.
10. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
11. Consultant/Contractor certifies that he or she is not an employee of the District and is self-employed in the performance of the services specified. Consultant agrees that he or she assumes all responsibility in relation to providing the District with an Employer Identification number or Social Security number as required by IRS regulations in relation to the conduct of his or her business.

AGREED:

M. Borejko
Consultant Signature (1)

Social Security Number or TIN number (2)
8-1-06
Date
Pep squad assistant
Title

Address
Tracy, CA 95376
City/State/Tin

Phone Number

Mark D. Stary
Tracy Unified School District
12-14-06
Date
Athletic Director
Title
ASB
Account Number to be charged
Phonastoso
Department/Site Approval
Mark D. Stary
Budget Approval


Date Approved by the Board

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



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

From:  Dr. Casey Goodall, Assoc. Superintendent of Business Services

Date: December 15, 2006

Subject: Accept the 2005-06 Independent Annual Financial Audit

Background: The district is required to hire an audit firm to conduct an annual independent financial audit. The audit for the 2005-06 fiscal year is complete and is being brought to the board for acceptance. These financial statements presented herein include all of the activities of the District using the integrated approach as presented by GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 20, 2006.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America. Although there were findings with internal controls, the auditors concluded that none of the conditions described were a material weakness.

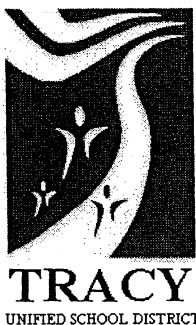
Corrections have been recommended for each of the internal controls findings and are being implemented during the current year.

Rationale: An independent Financial Audit is an opportunity to improve the district's financial processes. The financial review and findings offered highlight areas in which the district can better control assets. This agenda item meets Strategic Goal #2-Create a Quality and Effective Learning Environment for All Students.

Funding: None

Recommendation: Accept the 2005-06 Independent Annual Financial Report

Prepared by: Casey Goodall, Assoc. Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business
DATE: January 2, 2007
SUBJECT: Award Bid to Southern Bleacher Construction Company, Inc. for New Stadium and Pool Spectator Seating for West High School

BACKGROUND: Of the Measure E projects approved by voters in June 2006 were the Stadium and Pool facilities at West High School. District staff has been working with the WLC Architects to develop design and construction documents for these projects. In an effort to keep the West High School Pool and Stadium projects on time and within budget, the projects were split into three (3) increments: Bleachers; Buildings and Site Package. Due to the time it takes to fabricate the bleachers, it was determined that the bleachers need to be bid at least 6 months prior to the time of installation.

At this time the design and configuration of the bleachers has been completed and the bleachers were put out to bid. It is up to the bleacher company to prepare construction documents for the fabrication of the bleachers and have them reviewed and approved by the California Division of the State Architect.

RATIONALE: Although District staff is working to keep the overall project costs within the budget planned for the bond projects, we are also trying to avoid inflationary increases by bidding components of the projects within the proposed timeline to avoid unreasonable increases. The bids for the West High School spectator seating were advertised in early December and bids were received on December 21, 2007. The original estimate for the bleachers was \$1,388,475. The bid for the pool bleachers was \$44,505 and the bid for the stadium seating was \$1,085,525.

FUNDING: Bond Funds.

RECOMMENDATION: Award Bid to Southern Bleacher Construction Company, Inc. for New Stadium and Pool Spectator Seating for West High School

Prepared by: Denise Wakefield, Director of Facilities



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *JK* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: December 15, 2006
Subject: Approve High Priority Schools Grant (HPSGP) Application for Central School.

BACKGROUND: The state has allocated funds for schools in Deciles 1-2 to provide additional funds for school improvement under the High Priority Schools Grant Program (HPSGP). Central Elementary School is eligible to apply for this grant. The school was required to work with an outside entity to develop this application. Central School's outside entity was DataWorks Educational Research. Funded by the HPSGP Planning grant, DataWorks provided classroom observations and focus meetings with teachers, students, parents and administrators to develop this plan. The results of the comprehensive school review process include the following: a data driven report of findings, a focused action plan for improving student achievement that will be included as the grant proposal, support and guidance on the action plan implementation and on-going support and coaching of instructional practices for teachers. The high priority schools grant is a three year grant that will provide approximately \$180,000 per year for three years beginning with the 2007/08 school year.

RATIONALE: The High Priority Schools Grant (HPSGP) provides additional funding to schools in Deciles 1-2 for school improvement. The application is required to receive this funding. This supports Strategic Goals #1 (Relevant and Meaningful Curriculum) and Strategic Goal #2 (Quality and Effective Learning Environment).

FUNDING: No cost to submit application.

RECOMMENDATION: Approve High Priority Schools Grant (HPSGP) Application for Central School.

Prepared by: Nancy Link, Principal Central School

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

1. Assess current school and LEA conditions and identify barriers to improvement in pupil academic achievement and underlying causes of low achievement.

1A. Describe the process used to complete the Academic Program and District Assistance Surveys and include major findings identified through this process.

Central Elementary School is an elementary school in the Tracy Unified School District with a 2005-2006 CBEDS enrollment of 479 students in Kindergarten through 5th grade. The school selected DataWORKS Educational Research as its external entity to assist the school in assessing the current conditions and then to develop a school plan focused on improving student achievement.

The Academic Program Survey (APS) was completed using information and records provided by the school. The District Assistance Survey (DAS) was completed by the district. DataWORKS reviewed the information working with the DSLT. This was a participatory process in which all the individuals in the group were allowed to process, interpret, and contribute to the collection of the data.

In addition to the APS and the DAS, DataWORKS conducted its own independent investigations to measure the existing conditions of the school's instructional program. DataWORKS conducted classroom observations generating an Instructional Calibration that quantified the practices used in the classroom. For this phase of data collection, administrators accompanied the DataWORKS observer. This starts the process of developing instructional leaders at the school who have well-defined criteria of instructional quality and can identify it in the classroom. DataWORKS performed a Curriculum CalibrationSM collecting and analyzing student assignments to measure alignment of assignments to specific state grade-level content standards. DataWORKS also administered surveys to teachers and parents to elicit additional information on the school's instructional program.

All the findings and information gathered were presented to the DSLT first, and the team collectively decided how to share the information with the rest of the staff. The function of the DSLT, therefore, started to be transformed from a rubberstamp entity to a decision making group.

Academic Program Survey Findings

APS survey findings shown below that have levels of implementation of partially or minimally uncover areas that could be barriers to student achievement in language arts and mathematics.

1. Instructional Program: 1.1 The school has adopted and is using daily the SBE-approved *Open Court Reading* for reading/English-language arts. Level of Implementation: Fully **1.2** For reading intervention, the school is using *Corrective Reading* which is not SBE-adopted. Level of Implementation: Minimally **1.3.** The school has adopted and is using daily the SBE-approved Scott Foresman *CA Mathematics*. Level of Implementation: Fully

2. Instructional Time: 2.1 The school provides the appropriate minutes per day of reading/language arts instruction. Level of Implementation: Fully **2.2** The school does not consistently provide additional time for English/reading/language arts interventions for all grades. Level of Implementation: Minimally **2.3** The school provides the appropriate minutes per day for mathematics instruction. Level of Implementation: Fully **2.4** Although a few teachers provide math interventions, math interventions are not consistently provided across the school for all needy students. Level of Implementation: Minimally

3. School Administrator Training Program: 3.1 The principal has attended AB75 (now called AB430) Module 1 in English-language arts. The school has no vice principals. Level of Implementation: Fully **3.2** The principal has not attended AB75 (now called AB430) Module 1 training in mathematics. She plans to attend during the summer of 2007. Level of Implementation: Minimally

4. Teachers' Professional Development Opportunities: 4.1a All teachers at the school are fully credentialed and have been designated as Highly Qualified. Level of Implementation: Fully **4.1b** The district has a plan in place for all teachers at the school to be fully credentialed by June 2007. See also part 3E. Level of Implementation: Fully **4.2** Twenty out of twenty-six teachers have completed the AB 466 (SB 472, Pending) Professional Development for reading/language arts. The remaining teachers will complete the

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

training in June 2007. Level of Implementation: Substantially **4.3** The district has not provided AB 466 (SB 472, Pending) training in mathematics for any of the school's teachers. Training is scheduled for June 2007. Level of Implementation: Minimally

5. Student Achievement Monitoring System: 5.1. The school is using district-created assessment for reading/language arts each trimester (every 13 weeks). These are in sync with the existing pacing calendar. Analysis of results is not fully in place. Level of Implementation: Substantially **5.2.** The school is using district-created unit exams for mathematics, approximately 12 times a year (every 3 weeks). The analysis of these assessments is not fully in place. Level of Implementation: Substantially

6. Ongoing Instructional Assistance and Support: 6.1 and 6.2 Except for some coaching in writing, coaching is not in place for language arts or math. Level of Implementation: Minimally

7. Monthly Collaboration by Grade Level or Program Level: 7.1 and 7.2 The school uses early release to provide collaboration time 2-3 days a month on Mondays from 2:00 - 3:30 pm. Meetings are focused but could be used more effectively. Level of Implementation: Substantially

8. Lesson Pacing Schedule: 8.1 and 8.2 The school uses district-created pacing schedules for English-language arts and math but feels the schedules could be improved. Level of Implementation: Substantially

9. Fiscal Support: 9.1 and 9.2 To support the language arts and math programs the school uses general funds, block grant, Title I, EIA, ELAPS, and TRS grant.

District Assessment Survey Findings:

The District Assessment Survey (DAS) was completed by the district and submitted to the DSLT. After reviewing the information, a summary of possible district barriers to student achievement was prepared.

Standards-based Curriculum, Instruction and Assessment: •Reading/language arts and mathematics intervention not fully in place. •Approved textbooks not fully implemented in ELA and mathematics interventions. •Expectations of implementation of approved materials not consistently communicated to all teachers. •Assessment data not always used to modify classroom instruction. •Availability of interventions not fully communicated to stakeholders. •Assessment system not fully in place. **Professional**

Development :AB 75 training not provided for all principals in math. •AB 466 training not provided for all teachers in math. •Professional development not always systematically developed. **Human Resources:** •Administrators/Teachers are not always assigned based upon high priority status. The LEA, in conjunction with the teacher's association, does not always staff underperforming schools with a stable and highly qualified staff. •There is limited support system for mentoring and coaching teachers of reading, mathematics, and instruction of English Learners. •Paraprofessional training and deployment not optimized.

Data System/Data Analysis/Ongoing Monitoring :•The district does not have fully implemented information infrastructure for data collection, presentation, and data-driven decisions from assessment results. •The data management system does not fully include curriculum-embedded assessments, student data, disaggregated data, or the ability to review longitudinal data. **Parent and Community :**•Parents are not trained to successfully participate in curricular and budgetary decision-making. •The district does not fully provide adequate resources and opportunities for parents to support their children's academic success. **Fiscal Operations :**•The school does not have adequate coaches and specialists. •The district does not completely ensure alignment of expenditures and purchases toward achievement of the nine EPCs. •The district does not have an adequate system in place to ensure that resources are directly linked to all five goals of the plan. •The district does not have an adequate system to ensure that the LEA's plan regularly informs financial decisions. **Governance/Leadership:** •The LEA plan does not adequately provide data to assess objectives. •The LEA does not have sufficient evidence of implementation of strategies for intervention programs for 4th and 5th grades. •Categorical and instructional support programs are not always aligned with a standards-based instructional core. •Fiscal commitments are not always aligned to district objectives for implementing EPCs. •Not adequately using data to set instructional

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

priorities and to allocate resources. •Student performance is not addressed in district personnel evaluation process.

English Learners Subgroup Self Assessment (ELSSA)

AMAO 1. In 2006, 61.2% of EL students made annual *progress* in English-language proficiency. Title III target for 2006 was 52%. **AMAO 2.** In 2006, 38.5% of students *attained* English-language proficiency. Title III target for 2006 was 31.4%. **AMAO 3.** Refer to part 1B for AYP results for EL students.

1B. Analyze the disaggregated pupil achievement data and other indicators to determine whether all groups and types of pupils make adequate academic progress toward short-term growth targets and long-term performance goals. The disaggregated data addressed in the plan shall, at a minimum, provide information regarding the achievement of English learners, students with disabilities, pupils who qualify for free and reduced-price meals, and pupils in all numerically significant subgroups identified on the applicable 2005 Base Year API Reports.

See part 3A, #3, and #4 for a description of how the school will schedule time to analyze data.

The district has purchased and is implementing the Datawise data warehouse for the school to provide student performance results. See part 5.3 and the Evaluation plan for descriptions of how the school will analyze implementation and student performance data results and evaluate and revise the plan annually. See part 3A #8 for a description of on-line the database to track implementation.

Disaggregated student achievement data

During the planning process, DataWORKS performed its own independent extensive STAR analysis. A three-inch binder of test analysis was prepared and presented to the District/School Liaison Team (DSLTL). Information included 2005 and 2006 AYP and API results disaggregated by numerically significant subgroups; student rank order lists in English-language arts and math useful for identifying students for interventions; and cohort and non-cohort year-to-year comparisons. In addition, test results were disaggregated by content area strands by numerically significant subgroups. The strand analysis revealed specific content strands in which instruction needs to be modified to improve student learning.

API - Disaggregated Pupil Achievement Results Including Numerically Significant Subgroups

California Standards Test Academic Performance Index (API).					
	Growth API	Base API	API Target	API Growth	Target Met
School Wide					
2003-2004	612	615	9	-3	No
2004-2005	640	622	9	18	Yes
2005-2006	632	640	8	-8	No
Hispanic					
2003-2004	570	586	7	-16	No
2004-2005	603	579	7	24	Yes
2005-2006	609	603	6	6	Yes
White					
2003-2004	647	652	7	-5	No
2004-2005	688	658	7	30	Yes
2005-2006	648	688	6	-40	No
Socioeconomically Disadvantaged					
2003-2004	570	580	7	-10	No
2004-2005	609	579	7	30	Yes
2005-2006	605	609	6	-4	No
English Learners					
2005-2006	594	609	6	-15	No

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

California Standards Test Adequate Yearly Progress (AYP) (Must be 100% 2014)						
ELA Groups	2003-2004 13.6%		2004-2005 24.4%		2005-2006 24.4%	
Schoolwide	20.2	Yes	22.3	No	25.8	Yes
Hispanic	15.3	Yes	15.3	No	19.3	No
White	22.9	Yes	29.2	Yes	34.2	Yes
Socioeconomically Disadvantaged	16.0	Yes	18.2	No	19.7	No
English Learners	10.3	No	15.9	No	17.9	No
Mathematics Groups	2003-2004 16.0%		2004-2005 26.5%		2005-2006 26.5%	
Schoolwide	22.1	Yes	33.9	Yes	35.3	Yes
Hispanic	15.3	No	28.6	Yes	30.0	Yes
White	26.6	Yes	39.6	Yes	35.8	Yes
Socioeconomically Disadvantaged	16.6	Yes	28.1	Yes	32.3	Yes
English Learners	11.6	No	28.4	Yes	27.0	Yes

School Investigation - Other Indicators

Analyzing disaggregated student test scores uncovers areas of weakness in student achievement but does not directly provide clear information of what steps to take to *increase* student achievement.

Instructional Calibration - Classroom Observations

Since instruction is what drives student achievement, the school had DataWORKS go into the classroom to conduct an **Instructional Calibration** to measure and quantify the instructional practices currently being used. The data collected provides precise information regarding teacher classroom use of research-based lesson design and lesson delivery techniques, English Learner strategies to make English easier to understand, and use of cognitive strategies to help students remember what they are taught.

DataWorks observed 23 teachers for a total of 690 minutes. Student Engagement Time on task was measured to be 78%. (This is the equivalent of students missing 40 days of instruction per year.) The academic time on task (time spent teaching new content to students) was measured to be 36% of the instructional day.

The following results indicate the percentage of teachers who used each practice: clear learning objective told to students (26%), activate prior knowledge to connect lesson to prior learning (9%), concept development (13%), skill development (30%), lesson importance (4%), guided practice where the teacher works problems with students at the same time (39%), lesson closure to ensure students know content before being assigned homework (4%), checking for understanding non-volunteers (26%), and modeling where teacher reveals strategic thinking processes (0%). Instructional effectiveness, a DataWORKS measurement of the average percentage of research-based lesson design and delivery component being used by teachers, was measured to be 17%. Teacher questions were tallied using Bloom's taxonomy. Ninety-four percent of questions were low level recall questions, and 6% were higher order questions. Sixty percent of Central Elementary students are Hispanic. Thirty-two percent are classified as English Learners. Use of English Learner SDAIE strategies to make English easier to understand was as follows: comprehensible input (74%), supplementary materials (9%), adaptations of content (0%), lesson-specific vocabulary development (39%), and contextual clues (52%). Measurements were made of teacher use of cognitive strategies to help students remember what they are taught: rehearsal strategies (22%), elaboration strategies (43%), and organizational strategies (9%).

Twenty-two percent of classrooms had distractions to learning including phone calls and personnel coming into the classroom. Sixty-one percent of classrooms used classroom routines and procedures to enhance learning.

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

After reviewing the results of the classroom Instructional Calibration, the DSLT decided the first major focus of this School Action Plan to improve student achievement will be staff development and coaching to optimize the use of research-based instructional practices consistently for all teachers across the entire school every day. This will help all students including subgroups.

Curriculum CalibrationSM of student assignments

The DSLT decided to have DataWORKS collect and analyze student work to measure if all students are being taught on grade level according to the California Content standards. This DataWORKS-developed process is called **Curriculum CalibrationSM**. A total of 1,226 student assignments were collected over a one-week period. The percentage of assignments on grade level for language arts was measured to be K (100%), 1st (90%), 2nd (91%), 3rd (87%), 4th (77%), and 5th (76%). SDC language arts assignment on grade level were K (100%), 1st (100%), 2nd (71%), 3rd (70%), 4th (100%), and 5th (75%). The percentage of assignments on grade level for mathematics was measured to be K (100%), 1st (100%), 2nd (72%), 3rd (100%), 4th (80%), and 5th (89%). SDC mathematics assignment on grade level were K (100%), 1st (0%), 2nd (43%), 3rd (6%), 4th (33%), and 5th (33%).

Although assignments would need to be collected throughout the year to determine breadth of coverage of the standards, the one-week collection showed assignments in regular English-language arts classes covered the following: Reading 1-Vocabulary (23%), Reading 2-Comprehension (13%), Reading 3-Literary Analysis (0%), Writing 1-Strategies (16%), Writing 2-Writing Applications (4%) and Conventions-Grammar (42%). SDC breadth of coverage was Reading 1-Vocabulary (45%), Reading 2-Comprehension (3%), Reading 3-Literary Analysis (0%), Writing 1-Strategies (15%), Writing 2-Writing Applications (0%), and Conventions-Grammar (37%). During the collection week mathematics instruction focused mainly on the Number Sense and Measurement & Geometry strands. Of the 1,226 student assignments collected, 2% were Science assignments and 4% were Social Studies assignments.

After reviewing the calibration results, the DSLT decided the second major focus of this School Action Plan to improve student achievement will be putting processes in place to ensure that all students are being taught grade-level content. The school wants to ensure that all students are given the opportunity to learn grade-level content that they are being taught the same standards assessed on high-stakes state tests.

1C. Review and include the school and LEA conditions identified in the School Accountability Report Card pursuant to EC Section 33126.

The existing School Accountability Report Card contains student performance goals directly linked to California content performance standards matching state API and federal AYP goals. Refer to the Assessment Table in part 5.3 for specific growth targets in various assessments. Refer to the Evaluation Plan in part 5.3 for a description of the school's implementation and benchmark goals.

1D. Review and include the school and LEA crime statistics that negatively affect student achievement (EC Section 52054[d][4]).

Crime statistics are not available. The DSLT does not feel that crime is affecting student achievement. When surveyed 88% of parents, 76% of staff, and 79% of students felt that the school was safe. Suspension rates have not dropped because the teachers are holding students to a higher standard of behavior.

Suspension and Expulsions

	School				District		
	2003	2004	2005	2006	2003	2004	2005
Number of suspensions	87	56	95	111	3,101	3,168	3,653
Rate of Suspensions	0.2	.11	.18	.23	0.2	.19	.23
Number of Expulsions	0	3	3	4	166	181	197
Rate of Expulsions	0	.01	.006	.008	.01	.01	.01

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

From the DataWORKS classroom observations, it was found that only 13% of teachers needed to address discipline problems while teaching. Time on Task lost to discipline was 0.4% of instructional time.

2. Establish goals for improvement of current school and LEA conditions based on the school and LEA needs assessments. 2A. Specify short-term academic objectives pursuant to EC Section 52052 for a two-year period that will allow the school to make adequate progress toward the growth targets established for pupil achievement as measured by all data available to the school.

The plan has the following goals for the first two years of implementation that meet California annual measurable objectives:

Year	Growth API	Base API	API gain target
2007-2008 (implementation year 1)	648	640	8 for school and all subgroups
2008-2009 (implementation year 2)	656	648	8 for school and all subgroups

AYP Elementary School

English English-language arts	Mathematics
2007-2008 35.2% (implementation year 1)	2007-2008 37.0%
2008-2009 46.0% (implementation year 2)	2008-2009 47.5%

This plan's academic objectives will enable students to meet academic goals and are aligned to the district's Continuous Improvement Target of meeting federal and state proficiencies on state tests. See the Assessment Table and the Evaluation Plan in part 5.3 additional academic objectives.

2B. Set annual academic growth targets at least as high as those adopted by the SBE.

The school has adopted the state API growth targets of 5% of the difference between the API and 800. The school has adopted the published CDE AYP goals. Refer to part 2A and the Assessment Table and the Evaluation Table in part 5.3 for growth targets.

Refer to part 3A for descriptions of strategies to meet growth targets.

3. Select strategies to attain the school improvement goals established in the School Action Plan.

3A. Identify schoolwide and LEA-wide strategies for overcoming current barriers to improving pupil academic achievement.

The DSLT believes that optimized inputs (classroom instruction) is what drives improved outputs (student achievement). This plan, therefore, is based on implementing strategies to ensure that all students are successfully taught grade-level work every day. If students are successful each day, on grade level work, test scores go up automatically.

Many reform efforts focus on outputs goals such as the number of points to improve on the API. This plan focuses on goals representing instructional inputs such as 90% of assignments being on grade level, 90% of teachers continually checking for understanding during every lesson, teachers using at least three English Learner strategies in every lesson, and each lesson containing cognitive strategies to help students remember. Specifics of the plan are shown below:

1a. Instructional Materials. From the APS, the school already has approved language arts and math textbooks. The school will review the approved ELA intervention programs and select one to be purchased and implemented in the classroom by spring 2008. Funding will be provided by categorical sources. Teachers who have not completed **AB 466** training in the approved instructional materials will be scheduled for AB 466 training. **1b. Curriculum and Standards.** Students cannot learn what they are not taught. If students are not taught the same standards as those assessed on state tests, student achievement will not increase. The school is going to make a major effort to ensure students are taught on grade level by all teachers in all grades. This will be facilitated by the plan's trainings and pacing calendars and will be monitored by collecting student assignments. The school is adopting "*All students successfully taught grade-level work every day*" as its HPSGP reform vision.

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

The school is going to analyze its instructional materials to improve the existing language arts and math **pacing calendars**. The pacing calendars will avoid pacing pages in the book and will stress pacing specific standards. The pacing calendar will describe when each standard should be taught and will show the specific locations of each standard in the adopted texts. Supplementary materials will be located or created to address any tested standards not well covered in the adopted textbooks. All tested standards will be paced to be taught before test dates. The pacing calendar's allocation of instructional time will be in proportion to the percentage of test questions in each strand as provided by the CDE blueprints. It will schedule distributed practice (review) for standards taught at the beginning of the year.

Formal schoolwide collections and analysis of students work (Curriculum CalibrationSM) will be performed annually to measure that assignments are on grade level and that pacing is being implemented. Informal collections will be made once per month and will be analyzed during collaboration time.

Staff development will be provided to the staff on the organization and rigor of the state standards during implementation year one. **1c. English Language Development.** From the ELSSA in part 1A, the school made Title III ELD goals. The school will continue to use CELDT and diagnostic tests to properly place students into daily ELD instruction. The existing Santillana and Imagine Learning programs will be monitored for effectiveness. See # 5 for descriptions of teacher trainings that will help English learners.

2. Ongoing Benchmark Testing. The school will fully implement benchmark testing. As part of this plan, the school will work with the district to ensure that benchmark tests are on grade level and that the standards assessed on the benchmark tests match the timeframe in which the standards are taught per the pacing calendars. Tests will be scheduled for the entire year in 6-8 week increments. The released CST questions will be analyzed to ensure that the school's benchmarks test questions match the rigor of the state test questions.

3. Assessment Analysis. Assessment results including STAR, CST, CELDT, and ongoing benchmark tests will be analyzed for two purposes: (1) to identify specific students for interventions and (2) to identify areas where instruction needs to be modified to be more effective. The school is going to provide additional support to modifying instruction because it has more benefit for long-term growth in student achievement. Modifying instruction helps all future students whereas interventions only help the current students. Training will be provided in the use of assessment results to improve instruction. For example, CST cluster analysis will be used to identify specific strands that need additional emphasis during the upcoming year. Teachers will also be trained how to analyze student assignments for systemic errors that can be corrected with modified instruction. Collaboration time will be calendared for the analysis and use of test results.

4. Collaboration time. The existing collaboration time using Data Teams will continue to be used to provide focused and effective collaboration. During the summer/fall, the leadership team will—in concert with the testing calendar and the training calendar—schedule specific meetings during the year to cover the following: improving time on task, improving academic time on task (the percentage of time students are being taught new grade-level content), standards, analysis of student work, analysis of state assessments, analysis of ongoing benchmark assessments, implementation of training, effective lesson design and delivery, etc. Student assignments will be analyzed once per month during collaboration time for alignment to state standards, evidence of application of instruction (students are practicing what they were taught), error analysis, students success in completing the assignments, and to determine where instruction needs to be modified to increase student success.

5. Instruction. A major focus of this plan is staff development to increase the use of research-based instructional practices in the classroom so students learn more and learn faster. In year one, teachers will be provided intensive staff development in lesson design and lesson delivery using Explicit Direct Instruction (EDI). This will be the initial training since lesson design and delivery are the foundation of effective classroom instruction. EDI training addresses lesson design components: learning objective, activate prior knowledge, explicit concept development, explicit skill development, lesson importance,

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

guided practice, and lesson closure. Introductory training will also be provided in incorporating cognitive strategies into well-designed lessons to help students remember what they are taught, English learner strategies (modifying the English used in the lesson to make it easier to understand), and differentiated instruction (simplifying sub-skill difficulty so all students can be taught on grade level.). The school will also provide training in the Fred Jones classroom management strategies; Ruby Payne's learning structures to support children in poverty; and Nancy Fetzter strategies for oral language and writing development. Trainings will be followed up with multiple cycles of lesson design feedback to support teachers in incorporating new strategies at the lesson planning stage. In addition, classroom coaching will be provided to support teachers in successfully using the research-based strategies with students in the classroom. Year two staff development will focus on incorporating multiple English learner strategies—that make English easier to understand—into well-crafted EDI lessons. This training will also cover English Language Development (ELD) and language acquisition. Continuing classroom coaching and training for coaches will support effective implementation of EL and ELD strategies in the classroom.

In years three and four, the school plans to provide additional staff development to further improve the effectiveness of classroom EDI lessons: (2) content area literacy strategies to train teachers how to help students access information from expository text, and (3) writing techniques—training teachers how to teach writing better including sentence structure, paragraph structure, and essay development for standards-based expository and narrative writing applications. This will support the 4th grade teachers whose students take the annual STAR writing assessment. Classroom coaching will continue to support implementation of EDI lesson design and deliver techniques, English learner strategies, cognitive strategies, content area literacy, and writing techniques in the classroom. Training will address techniques to improve academic time on task (time spent delivering new content to students) from the current 36% to 67%.

An extensive **Instructional Calibration** (classroom observations) to measure, monitor, and quantify the classroom use of dozens of research-based instructional practices will be conducted annually in addition to ongoing classroom coaching and EDI implementation monitoring.

6. Coaching. The school will provide a full implementation of coaching to support teachers and deepen their knowledge about the content and the delivery of instruction. Coaching serves two functions: (1) to monitor and facilitate the implementation of the trainings and (2) to train and develop local coaches. Coaching training will be provided for the principal, local personnel, and district administrators. Coaching and feedback will be used to facilitate the implementation of the staff development and the effective use of instructional materials. For example, following EDI training, coaching will be provided for lesson *design*. In addition, coaches will make classroom observations and provide feedback on the *delivery* of the lessons to students. This cycle of coaching lesson design and lesson delivery will be repeated over and over to ensure implementation of training and effective standards-based instruction throughout the school. Coaching will be provided on all the strategies being used at the school including the implementation of the Fred Jones, Ruby Payne, and Nancy Fetzter strategies. All teachers will receive classroom feedback at least once per week. Coaching will be both scheduled and unannounced.

7. Interventions. The school will purchase and implement a state approved reading intervention program. Diagnostic tests will be used to properly place students into two broad types of interventions: (1) extended teaching time where students are provided additional time for grade-level instruction and (2) support where students are provided help in sub-skills.

Extended teaching time focuses on grade-level standards. Support time is used to fill gaps in below grade-level sub-skills such as addition facts, the multiplication tables, or reading fluency.

However, all students must continue to receive grade-level English-language arts and math daily if they are to do well on grade-level STAR questions. Training will be provided to teachers in differentiated instruction practices where sub-skills are simplified but the grade-level content is not reduced. For example,

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

using easy-to-read materials while performing a grade-level analysis allows students to be taught on grade level even if they have weak reading skills. Teachers will be provided training in test prep techniques that help students (read the question first, right-there questions, between-the-lines questions, on-my-own questions, etc.). Test prep has limited effect, however, if students are not taught the exact grade-level concepts and grade-level skills that are assessed on state tests.

8. Instructional Leadership. Instructional leadership training will be provided in measuring, monitoring, and improving curriculum alignment and classroom instructional practices to school and district leaders. An on-line database developed by DataWORKS will be used to track and monitor the classroom observations and curriculum alignment data. This will quantify changes in teacher behavior which measure the amount of implementation of this reform plan

3B. Describe the effective allocation of resources and management of the school so that the barriers to increasing student academic achievement are overcome.

Refer to part 1A, APS #9, Fiscal Support, for a list of funds being used at the school. These funds are being used to interface with this plan which focuses on classroom instruction and standards.

Continual improvement in the efficiency and effectiveness of classroom instruction is the management strategy that improves student achievement. The plan includes training in standards, instructional practices, and coaching for administrators and personnel from the school and the district. In addition, the plan includes training and coaching in instructional leadership that focuses on measuring, monitor, improving, and then maintaining effective instructional practices in the classroom, schoolwide, everyday.

With the implementation and monitoring of the plan, the organizational design of the school will change to better meet the needs of students. The DSLT and the SSC will develop the expertise to monitor the implementation of the plan. The school will develop coaches who will in turn support each other in the continual improvement of the school. Personnel roles will be altered to serve the needs of the students. For example, teachers who become experts in Explicit Direct Instruction (EDI) or how to use SBE-adopted textbooks will be given priority to teach the after-school programs for additional compensation and to provide peer coaching to other teachers.

The district has been instrumental in the development of the plan and will continue to assist the school in monitoring the implementation of the plan. Representatives of the district are on the DSLT. The District LEA will make available the AB75/AB430 and AB466/SB472 training for school personnel. The LEA will periodically visit the school to determine levels of implementation. If the school is finding it difficult to implement certain parts of the plan, the LEA will facilitate removal of the barriers that the school might encounter.

3C. Describe the specific, scientifically based research approaches or strategies selected to improve student achievement in reading/language arts and mathematics and why these approaches were selected.

This School Action Plan focuses on **research-based reform strategies** that improve four classroom processes, controllable in the classroom and supported by research, that are directly related to improving student achievement English-language arts and math for **all student groups**. This plan will provide training and then measure and monitor these processes because if they are not improving over time, reform is not taking place.

(1) Time-on-Task (Rationale) A high percentage of time on task helps increase learning for all student groups. It is an important teacher skill that has been linked to high levels of student learning in many scientifically based research studies (*In Effective Classrooms: Teacher Behaviors That Produce High Student Achievement*, www.ers.org).

Engagement rates depend on the teacher's ability to organize and manage the classroom as an efficient learning environment where (a) academic activities run smoothly, (b) transitions are brief and orderly, (c) little time is spent getting organized, and (d) little time is spent dealing with inattention or

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

resistance. *Student engagement alone, however, does not ensure increased student achievement.*

Student achievement is maximized with a high time on task only when the teacher emphasizes *academic instruction* allocating most of the available time to curriculum-related activities.

This Action Plan includes measurements and teacher training to optimize time-on-task in classrooms to reach an engagement time on task of 95% and an academic time on task (time spent explicitly teaching students new grade-level content) of 67%.

(2) Alignment to State Standards and (3) Breadth of Coverage of the State Standards (Rationale) More than 130 scientifically based research studies show that schools must have a “curricular focus” aligning textbooks, materials, learning activities, and tests to standards (*Handbook of Research on Improving Student Achievement, Third Edition*).

It is the State of California’s goal that all students have equal opportunity to learn by being taught on grade level as defined by the SBE’s published content standards. The SBE and Superintendent Jack O’Connell say that standards “ensure equity and access for all” (*English-Language Standards*, page iv). The school will use **Curriculum CalibrationSM** the collection and analysis of student work, to measure if students are being given that equal **opportunity** to learn the *same* grade-level standards that are tested each year on the STAR test because students cannot learn what they are not taught. In fact, students taught below grade level are essentially prevented from being able to answer grade-level questions on the STAR test. Curriculum CalibrationSM is well developed and has been used to analyze over 2,000,000 student assignments and to train more than 50,000 teachers in California and other states. The CDE recognizes DataWORKS’ Curriculum CalibrationSM’s effectiveness and included it in *Taking Center Stage* (Chapter 2, Standards-Based Education, pages 48-50). This reform will train teachers to implement a tight alignment of classroom lessons to state-adopted standards.

(4) Instructional Effectiveness (Rationale) The California Department of Education in its SAIT training presented extensive, scientifically based research supporting the use of teacher-directed instruction, specifically citing its effectiveness in improving achievement for **at risk**, low-performing students (*The Academic Achievement Challenge: What Really Works in the Classroom*, Jeanne Chall, 2000 and *Models of Teaching, Sixth Edition*, Joyce, Weil, and Calhoun). All teachers will receive training in DataWORKS’ **Explicit Direct Instruction** specifically applying this research into classroom practices. Teachers in all content areas will be trained to develop highly effective Explicit Direct Instruction lessons aligned to standards that help students learn more and learn faster. Teachers use their specific SBE-approved instructional materials.

DataWORKS’ expertise in classroom instruction was recognized by Corwin Press which asked the founders of DataWORKS to write a book on Explicit Direct Instruction to be published in 2007.) The school staff development goes beyond training teachers how to write and teach effective lessons using Explicit Direct Instruction, however. Staff development is planned for additional powerful research-based strategies that improve student achievement: **English learner strategies, cognitive strategies, content area literacy strategies, and writing strategies**. These trainings come from scientifically based research including Educational Research Service, *Helping Students Become Strategic Learners*, *Implementing Cognitive Strategy Instruction Across the School*, *Cognitive Strategy Instruction that REALLY Improves Children’s Academic Performance*, *Making the Writing Process Work: Strategies for Composition and Self-Regulation*, and *Strategic Teaching and Learning*. Effective implementation is paramount if students are to get the benefit of the instructional strategies trainings. Research shows that “as few as 10 percent of participants in staff development programs actually implemented what they had learned” (Joyce and Showers “Educational Leadership,” Vol. 53, #6, March, 1996, pages 12-16). This Action Plan, therefore, calls for mandatory teacher coaching and classroom monitoring to ensure uniform implementation across the school.

This Action Plan recognizes the importance of instructional leadership and includes coaching and

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

training specifically for administrators that will transform administrators from facilities managers into instructional leaders who have a relentless focus on improving how their students are taught.

Besides providing Fred Jones training in classroom management, this Action Plan addresses **classroom management** and **discipline** in a unique way. It has been found that effective instruction is the solution to discipline problems. In school after school, as teachers implement the aforementioned strategies, discipline problems drop dramatically because students are engaged and learning.

- **3D. Describe a strategy for increasing literacy and achievement for all students, especially English learners, students with disabilities, and other appropriate numerically significant subgroups. At a minimum this strategy shall include a plan to achieve the following goals:**

The foundation of this plan is the premise that enhanced classroom instruction drives improved student learning and student achievement. As shown in part 3A and part 3C, the plan includes training in instructional strategies that help all students. Training and coaching is provided in integrating EL strategies, differentiated instruction, content area literacy, and cognitive strategies into well-crafted lessons with the goal of students being successful on daily assignments. Identified students who need additional help are placed in mandatory interventions.

This plan's focus on research-based instructional practices and tight curricular alignment with state standards matches the district's goal of providing "a relevant and meaningful curriculum that enables students to meet high standards" and the school's goal of helping all students "achieve at high levels if given the resources and guidance to do so."

- **3D1. Each pupil will be provided with appropriate instructional materials aligned with academic content and performance standards adopted by the SBE as required by law. Discuss how any lack of instructional materials is being addressed.**

As revealed by the Academic Program Survey, the school has SBE-approved instructional materials in English/reading/language arts and math. The school will monitor student enrollment and instructional materials to ensure sufficient quantities are available. This plan's focus on standards will ensure that students are taught grade-level state content standards daily. The school will purchase and implement an approved English/reading/language arts interventions program by spring 2008. Funding will be from categorical sources.

- **3D2. Each subgroup will demonstrate increased achievement based upon API results by the end of the implementation period**

Refer to parts 3A (strategies), 3C (research to support strategies), and 3D (support for numerically significant subgroups). See part 3A, #7 for description of interventions.

- **3D3. Each English learner will demonstrate improvement in English based on the California English Language Development Test (CELDT) required by EC Section 60810 and improved performance on the achievement test required pursuant to EC Section 60640.**

The research-based training described in parts 3A and 3C that teachers will receive include strategies in English language development (ELD) and English learner strategies. Teachers will be taught how to develop well-crafted EDI lessons to teach the ELD standards while simultaneously incorporating ELD listening, speaking, reading, and writing objectives into all content area lessons. In addition, teachers will be trained on how to reduce the linguistic demands of their content lessons by using the following research-based strategies for English Learners: comprehensible input, contextual clues, supplementary materials, adaptations of content, and vocabulary development. This will accelerate student acquisition of English and increase student achievement on the CELDT.

- **3D4. The school will administer regular ongoing embedded assessment and analysis of student work that is used to modify instruction and determine intervention needs.**

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

Refer to part 3A for a description of benchmark assessments, formal and informal collection and analysis of student work, and their use in modifying instruction.

3E. Describe a strategy to attract, retain, and fairly distribute the highest-quality staff at the school. At a minimum this strategy shall include teachers, administrators, and support staff and a plan to increase the number of credentialed teachers working at the school site

Refer to part 3A for discussion of intensive staff development. The training will be provided for teachers, administrators, district representatives, and para-professionals (where appropriate).

As per the APS, all teachers are fully credentialed, highly qualified. To ensure that highly qualified teachers and aides are always provided for the school, the district has a goal of only hiring fully qualified teachers. To do this, it carefully reviews applicant qualifications, recruits out of state when necessary, and goes to job recruitment fairs. Retention of qualified teachers is supported by BTSA, Tracy Teacher Induction Program, and on-going staff development. Every effort is made to ensure teachers are well informed as to and trained to meet the unique challenges at this school.

3F. Describe a strategy to change the culture of the school community to recognize parents and guardians as partners in the education of their children and to prepare and educate parents and guardians in the learning and academic progress of their children. At a minimum this strategy shall include:

Parents were included in DSLT during the planning process. The HP public meeting was held on November 8, 2006, from 6:00 p.m. – 7:30 p.m. During the meeting, parents were surveyed to solicit their recommendations for school improvement. The DSLT which includes parents is involved in carrying out and monitoring the implementation of the plan. Refer part 5.

To provide adult learning opportunities related to this plan:

- Site council and PTA will meet monthly.
- School will implement a Parent Education Program
- Collaborate with adult school to provide adult English acquisition classes.

Parents will receive training in standards and instruction. (This is the DataWORKS parent training.)

- Parents will be trained on how to help the school optimize (1) Time on Task, (2) Alignment of Assignments to State Standards, (3) Coverage of the Breadth and Depth of the State Standards, and (4) Instructional Effectiveness. For example, parents are taught that in order for the school to optimize time on task, parents need to make doctors' appointments after school and not to pick up students during the day.

Parents will receive training on how to stimulate their children's intellectual development.) (High leverage on student achievement - Walberg) (This is the DataWORKS parent training)

- Sometimes called "the curriculum of the home," the home environment refers to informed parent-child conversations about school and everyday events; encouragement and discussion of leisure reading; monitoring and critical review of television viewing and peer activities; deferral of immediate gratification to accomplish long-term goals; expressions of affection and interest in the child's academic and other progress as a person.
- It must be kept in mind, however, that parents are not expected to teach the content to their children. That is the job of the school.

The overall implementation of this plan is assigned to the DSLT which includes district and school administrators, teachers, parents, and community members. The DSLT understands that the reforms to improve student achievement are for the school overall and are not the design of a specific person.

This plan is designed to institutionalize the daily delivery of effective, standards-based lessons in the classroom that improve student achievement. It does this by providing training and developing expertise in curriculum, standards, instruction, monitoring, and coaching at three levels: the teacher level, the school administration level, and the district level. Plan continuity does not rely on specific administrators or teachers. For example, both LEA and school personnel receive professional

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

development and are trained to monitor and evaluate the plan. The monitoring of the plan involves reliable, standardized measuring tools and rubrics that remove individual differences and idiosyncrasies. Data is collected and stored in a web-based database. In the event administration changes, the new administrator will be able to check the progress of the school and continue using the standardized tools. In addition, teachers are coached until they reach a high level of expertise in all the strategies. These teachers in turn become the trainers of new teachers. With expertise developed at multiple levels, the plan will continue to be implemented even in the event of changes in school administration or staff.

- **3F1 A commitment to develop a school-parent compact as required in EC Section 51101**

The school is developing and implementing school-parent compacts.

- **3F2 A plan to achieve the goal of maintaining or increasing the number and frequency of personal parent and guardian contacts each year at the school site**

To increase personal contacts with parents:

- Teachers will communicate through newsletters, phone calls, Back to School Night and Open House.
- Parent volunteers are honored with an appreciation tea.
- Parent-Student-Teacher social Activities are planned and implemented
- Site council and PTA will meet monthly.

- **3F3 School-home communications, including home language communication, designed to promote parent and guardian support for meeting state standards and core curriculum components**

Parents will receive schoolwide communication.

- Parents will be kept informed of school events and activities through regular communications.
- The school will send a newsletter to parents every month (in English and Spanish).
- Use school website.
- Use the new marquee in English and Spanish.
- At the beginning of the school year, the school sends home the standards that students will be learning during that year.
- Progress on standards is communicated through trimester report cards.

Parents will receive more information concerning their children.

- The school will inform parents about their student's results of all the tests that are used to determine if students are meeting grade-level standards.
- In addition, the school will communicate with all parents of students who are not meeting grade-level standards or are falling behind in their class work to develop a plan of action (daily report, extra support, differentiated instruction, etc).

- **3F4 A plan for increasing the number of bilingual personnel at the school site, if necessary**

In order to increase its capacity to recruit and retain bilingual personnel, the school will provide ongoing training and career-ladder opportunities for such personnel to advance to more responsible and higher-paid positions.

3G. Address the issues of facilities, curriculum, instructional materials, and support services by describing a strategy to provide an environment conducive to teaching and learning that includes the development of high-quality curriculum and instruction aligned with the academic content and performance standards adopted pursuant to EC Section 60605 and English-language development standards adopted pursuant to EC Section 60811. At a minimum this strategy shall include the goal of providing adequate logistical support including, but not limited to, curriculum, quality instructional materials, support services, and supplies for every pupil.

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

This plan supports the school environment because it is based on an analysis of the school's actual conditions, especially the student work analysis and the classroom observations. See part 1. The plan's reform is built upon institutionalizing the delivery of effective, standards-based instruction using Explicit Direct Instruction, the DataWORKS developed version of the teacher-centered instructional method recommended by the CDE during its SAIT training. This method of teaching has been found to be the most effective and efficient for low-performing students. See part 3A and 3C.

This is a four year plan. This school Action Plan used the findings to develop a general to specific approach to prioritize the activities in the plan. During the first year, the majority of the Essential Program Components will be implemented fully. In addition, teachers will also be immersed in developing well-designed and well-taught lessons that are aligned to the content standards. The first year provides the foundation for the following years' staff development which will include English learner strategies, cognitive strategies, content area literacy strategies, and writing strategies.

From the APS, the school already has district-adopted language arts and math texts and will purchase an approved ELA intervention program. See part 1B for disaggregated assessment data, part 3A for research-based strategies, and part 3C for research to support selected strategies.

4. Establish a plan to assess the success of the strategies selected to attain school improvement goals and to modify those strategies and goals as needed.

4A. Describe how state and local assessments are used to modify instruction and improve student achievement.

State and local benchmark assessment results will be tracked in on-line databases to determine student progress. The school uses Data Teams to structure collaboration by grade level. Data Teams review data from formative assessments to monitor student progress and modify instruction. To determine where instruction needs to be modified on local assessments, item analysis will be performed to identify the type of student error. For example, if many students selected the same wrong answer, then the concept or skill was mistaught or misunderstood during classroom instruction. A major focus of this plan's EDI staff development is to train teachers to ask continuous checking for understanding questions *during* the lesson to prevent student errors from occurring in the first place. It's much more effective to reteach during the lesson than to analyze assessments weeks later to plan for reteaching. If item analysis shows that students gave many different answers to a question, then they were guessing and probably weren't taught the content at all. This uncovers a misalignment between the assessments and classroom instruction. This process of item error analysis will be taught to teachers using student work from their own lessons.

The staff will be trained to know that assessment analysis is not just to find out what to re-teach; it's to change the way teachers teach in the future so the student mistakes are never repeated again. For state assessments, cluster analysis is used to identify standards not well understood by the students. Low cluster scores indicate where pacing needs to be changed to allow more instructional time, assignments need to be verified for alignment to standards, and use of effective instructional strategies need to be monitored.

A major focus of the plan is to ensure students are taught on grade level and fully implement the district adopted curriculum. See part 3A, #1b for efforts to ensure the curriculum taught to students is on grade level in accordance with site curriculum maps and district pacing guides, including verification by collecting student assignments.

The school will analyze results of benchmark tests and disaggregate results of state assessments. Disaggregated data is available in the Datawise database, plus DataWORKS is providing a separate web-based database with additional information and analyses. Refer to Assessment Table and Evaluation Plan in part 5.3

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

4B. Describe the process administrators and teachers will use to monitor and evaluate the implementation of the School Action Plan and the plan's impact on student achievement.

Refer to part 5.3 for description of monitoring the plan and evaluation of implementation.

5. Describe how the DSLT has functioned to date and will continue to function to coordinate, support, and evaluate the school and LEA in improving high priority schools. Include the following in your response:

- **5.1. Membership (name, title, organization, duties/responsibilities)**

John Hollingsworth, Consultant, DataWORKS Educational Research, conduct investigation, facilitate plan development, implementation, and monitoring

Nancy Link, Principal, Central ES, plan development, implementation, and monitoring

Julia Soto, Attendance Clerk, Central ES, plan development, implementation, and monitoring

Janet Somogyi, Teacher, Central ES, plan development, implementation, and monitoring

Donna Sonnenburg, Director IMC, Tracy USD, plan development, implementation, and monitoring

Carol Anderson-Woo, Director of CC, Accountability & Continuous Improvement, Tracy USD, plan development, implementation, and monitoring

Dr. Sheila Harrison, Assistant Superintendent of Ed Services, Tracy USD, plan development, implementation, and monitoring

Linda T. Boragno-Dopp, Director of Alternative Programs, Tracy USD, plan development, implementation, and monitoring

Jill Yeoman, Teacher, Central ES, plan development, implementation, and monitoring

Rochelle Gumpert, Teacher, Central ES, plan development, implementation, and monitoring

Katrina Carvalho, Teacher, Central ES, plan development, implementation, and monitoring

Bambi Tharp, Teacher, Central ES, plan development, implementation, and monitoring

Tammy Smaha, Parent, plan development, implementation, and monitoring

Jennifer Burger, Parent, plan development, implementation, and monitoring

- **5.2. Schedule (frequency of meetings)**

The DSLT met 3 times to develop this plan. During the meetings, the High Priority requirements were covered, findings of the investigations were presented, and solutions to address the findings were developed. DSLT membership shall be maintained by the principal and will include the principal, district representatives, DataWORKS Educational Research or external evaluator, representation from teachers and other staff of the school site, and parents.

The DSLT shall meet four times per year to monitor the implementation of the plan and to review student achievement results. The first meeting shall be at the start of the school year after STAR data has been released. This meeting will focus on analyzing STAR results and ensuring that everything is in place for the upcoming year. Additional meetings shall take place in December and March. These meetings shall focus on implementation, mid-years adjustments if necessary, and benchmark test results. A final May meeting shall be used to review the year and to plan for the upcoming year. The principal is assigned the task of scheduling the meetings after the official school calendar is released by the district.

- **5.3. Use of state and local student assessments of student performance and program implementation data to continuously monitor, evaluate, and improve the implementation of the School Action Plan and the impact on student achievement**

From part 4B

Monitoring and evaluation is conducted at several levels. Overall monitoring is conducted by the DSLT. Refer to part 5.2 for the DSLT meeting schedule. The School Leadership Team composed of school administrators, lead teachers, and coaches will meet monthly to monitor implementation. The

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

Instructional Leadership Team will conduct weekly walk-throughs with a protocol that matches the trainings. Finally, coaches and teachers will monitor and reflect on instruction daily. Part of the teacher collaboration time will be allocated to discussing implementation and making changes when necessary. The foundation of this plan is the continuous improvement of four school input processes: (1) Time-on-Task, (2) Alignment of Assignments to Grade-Level Standards, (3) Breadth of Coverage of Standards, and (3) Instructional Effectiveness to attain the school's mission of *all students successfully taught grade-level work everyday*. Continual improvement of inputs is what improves outputs (student achievement on tests). The most important part of monitoring of this plan, therefore, is the collection and analysis of data on teaching processes that have been linked to improved academic achievement. The same data will be collected over and over to measure process optimization. Each targeted process has a goal, such as 90% of student assignments are on grade level that will be monitored repeatedly. If goals are not being made, the Leadership Team will modify the plan with SMART (Specific, Measurable, Attainable, Relevant, and Time limited) goals coupled with a series of Action Steps. The SMART goals represent intermediate plan modifications to support reaching the overall goals.

The plan's focus on grade-level curriculum and use of effective instruction will be monitored and evaluated through analysis of student work and classroom observations as shown below:

Year 1 (baseline); Year 2 through 4 to measure implementation

Process	Data gathered
Curriculum CalibrationSM <ul style="list-style-type: none"> One week of students' work is collected from school 	<ul style="list-style-type: none"> Percentage of alignment to CA content standards Breadth of coverage of CA content standards Students' marks (grades) Source of student work Type of work
Instructional Calibration - Schoolwide Instructional Practices Survey (SWIPS) <ul style="list-style-type: none"> Four-Days classroom observations for core classes 	<ul style="list-style-type: none"> Time on task Instructional effectiveness ELL Practices Bloom's Question Levels Cognitive Strategies
The data are needed to fine tune areas for improvement and to monitor how much school processes improve over time.	

In addition, all teachers will collect work samples once per month to be analyzed during collaboration time by grade-level. Teachers will have full-lesson observations with feedback monthly. Teachers will have shorter, focused, announced and unannounced observations with feedback weekly.

The school will use a coaching rubric to determine how many teachers are moving towards Explicit Direct Instruction (EDI) certification. (Use of EDI ensures that 80%-100% of students are successfully learning grade-level work everyday.) This information will be monitored with an on-line database.

Besides monitoring classroom processes, summative and formative assessments will be analyzed and monitored. **Summative** assessments include the STAR test. **Formative** assessments include the school and district benchmark tests and the textbook publishers' unit tests. Note that one of the specific uses of assessment results in this plan is to measure the effectiveness of classroom instruction. If test scores are low, the plan calls for reviewing and modifying classroom instruction. For example, if analysis shows low achievement in a specific content strand of the CST such as Literary Analysis, then the pacing calendar might be modified to allow more instructional time for this strand. Also, assignments would be verified to see that they are actually covering the California Content Standards being tested and instructional practices being used would be enhanced. Refer to part 3A, #2, #3, #4, part 4A for additional discussions of using assessment results.

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

The EVALUATION PLAN and ASSESSMENT TABLE show below provide clear, specific, measurable student performance and implementation goals and benchmarks.

EVALUATION PLAN

Measurable Goal	Monitored	Benchmarks
Achievement (Outcome) Goals		Achievement Benchmarks
API - HP "significant growth" 10 points over last three participation years and positive growth in 2 of last 3 years.	Annually	
The API growth makes state target (5%) each year including subgroups.	Annually	
Meet state AYP goals.	Annually	
To meet CDE Title III English Learner ELD growth targets.	Annually	AMAO 1 ELD annual progress: 2008 (54.1%), 2009 (55.8%), 2010 (57.4%), 2011 (59.0%) AMAO 2 English proficiency: 2008 (34.1%), 2009 (36.1%), 2010 (38.1%), 2011 (40.1%)
By December 2008, 70% of students passing benchmark tests.	Ongoing	Benchmark tests will show improvement every time they are given.
Process Goals (inputs)		Process Benchmarks
Curriculum Calibration to measure Alignment of assignment to standards. By June 2009, 90% of the taught curriculum will be standards-based as measured by collecting student work.	Formally annually; Informally 1X per month	By June 2008, 75% of the taught curriculum will be standards-based as measured by collecting student work.
Engagement Time on Task maintain at 95% by June 2008 as measured by classroom observations.	annually	Increase from current 78% to 85% by June 2008
Academic Delivery Time on Task. Maintain at 67% by June 2009 as measured by observations.	Ongoing	Increase from current 36% to 55% by January 2008 as measured by classroom observations.
Breadth of standards. By June 2009, 90% of teachers will be following the pacing calendar to ensure all standards are taught before test date. Measured by collecting student work.	Ongoing	By June 2008, 80% of teachers will be following the pacing calendar to ensure all standards are taught before test date. Measured by collecting student work.
Instructional Effectiveness. By June 2011, use of Explicit Direct Instruction lesson components will be 90% as measured by observations.	Ongoing	Use of research-based lesson strategies will increase each observation from the current 17%.
EL Strategies. By June 2009, 90% of teachers will be observed using at least six research-based EL practices.	Ongoing	By December 2009, 90% of teachers will be using at least three research-based EL practices as measured by classroom observations.
Cognitive Strategies. By Nov 2008, 90% of teachers will be using at least 6 research-based cognitive strategies measured by classroom observations.	Ongoing	By Nov 2007, 90% of teachers will be observed using at least three research-based cognitive strategies measured by classroom observations.
Content Area Literacy. By June 2010, 90% of teachers will be observed using at least four Content Area Literacy strategies.	Ongoing	By December 2009, 90% of teachers will be observed using at least two Content Area Literacy strategies

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

Writing Strategies. By June 2010, 90% of teachers will be observed using at least four writing strategies.	Ongoing	By December 2009, 90% of teachers will be observed using at least two writing strategies.
Interventions. By the end of the second month of school, 90% of identified students will be receiving interventions.	Annually	By the end of the first month of school, 60% of identified students will be receiving interventions.
Fred Jones and Nancy Fetzer strategies. Six months after training, 90% of teachers observed using strategies.	Ongoing	Three months following training, at least 70% of teachers using the strategies. Measured by observations.
Ruby Payne Strategies. Six months after training, 90% of teachers observed using strategies.	TBA	Three months following training, at least 70% of teachers using the strategies. Measured by observations.

ASSESSMENT TABLE (Verify this table.)

Test	Grades	Given	Uses	Achievement Goals	Disaggregated
CST Testing (API)	2-5	April	To measure school growth and see if school meets state's growth target. Cluster analysis to identify strands for improved instruction.	To meet annual growth targets. Ultimate goal is 800 API points.	Yes
STAR Testing (AYP)	2-5	April	To measure NCLB school growth.	Meet annual targets. 100% Proficient or Advanced by 2014.	Yes
School/District Writing Assessment	K-5	1X per year	To measure student writing. To measure effectiveness of school's writing program.	70% of students scoring 3 or above.	No
Math & ELA Benchmarks	K-5	Every 3-8 weeks	To measure student mastery of grade-level content. To measure effectiveness of classroom instruction. Students not meeting grade-level standards will be identified for interventions.	70% proficient.	Item analysis to uncover weak areas of curriculum.
CELDT	K-5	Sept. Oct.	Identify students for ELD interventions. Measure ELD growth. Measure effectiveness of classroom ELD instruction.	To meet CDE Title III English Learner ELD growth targets.	No

- 5.4 Communication and relationship that exists between the LEA, school community, external entity, and governing board**

DataWORKS Educational Research has been facilitating public, DSLT, and teacher meetings. The governing board has been kept informed of the findings and development of the plan by the administrative members of the DSLT.

The planning meetings have addressed the investigation findings including the STAR disaggregations, the APS and DAS surveys, analysis of student assignments, and classroom observations. The meetings sometimes generated "creative tension" that invariably led to the solutions that targeted the real barriers that were keeping the school from improving academic achievement for all students.

The design of this plan builds relationships and communication among the DSLT members by including them in the collection, analysis, and evaluation of data to drive school reform. They are also

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

included in all the trainings, classroom observations, and analysis of student work. This constant inclusion of stakeholders develops a common language and common understanding of reform and maintains excellent communication and strengthens relationships.

6. Describe how the school, LEA, and external entity will collaborate.

- **6.1. Prior to the second HPSGP implementation year, all teachers and where appropriate, instructional aides and paraprofessionals who directly assist with classroom instruction participate in the Mathematics and Reading Professional Development Program established under AB 466.**

The remaining teachers who have not had AB 466 training in reading/language arts are scheduled to attend starting on June 8, 2007. AB 466 training in mathematics is scheduled to start on June 11, 2007. The training will be funded by Federal Categorical Funds.

- **6.2. Prior to the third HPSGP implementation year, administrators in schools selected to receive HPSGP funds must also participate in AB 75, the Principal Training Program.**

This plan provides multiple years of professional development for staff and administrators in curriculum and instruction supported by ongoing coaching. See part 3A. As shown in the APS, the principal has already taken AB 75 training in Language Arts. She will take AB 75 training in mathematics upon availability for Scott Foresman after the new math adoption. The training will be paid for by categorical funds. See part 6.1 for teacher AB 466 training.

- **6.3. Regular scheduled time for faculty to collaborate on issues of instruction**

Collaboration time will be provided for teachers on early release Mondays two times per month. This Action Plan provides and requires teacher collaboration at different levels:

(1) Content Standards. Teachers review student work for alignment of assignments to grade-level standards. (2) Explicit Direct Instruction Lesson Design Teacher Collaboration. Following training, teachers use a lesson design template by grade level or content area to write lessons collaboratively using their state-adopted textbooks. (3) Other instructional strategies. Following training, teachers work collaboratively to integrate EL strategies, cognitive strategies, content area literacy strategies, etc. into their lessons. (4) Explicit Direct Instruction Classroom Coaching Teacher Collaboration. The school will be provided with an EDI Coaching Rubric that allows teachers to collaborate and reflect on successful teaching practices. (5) Instructional Leadership Website Collaboration. The school will be provided with a school-specific website that keeps track of achievement and process data. School administrators and school leadership teams are taught how to *measure, monitor, improve*, and then maintain effective classroom processes at their school. This website assures that the school is independently monitoring its own reform progress throughout the year. The website can also be monitored by the district. (6) Regular analysis of assessments. Teachers will analyze test results focusing on identifying areas in which to modify instruction.

- **6.4. Provision of instructional coaching by content area experts.**

This Action Plan supports and provides the following coaching:

(1) Lesson Design with Content Area Experts. Content experts will visit the school once a month to support teachers in designing lessons for specific California grade-level standards in different content areas. (2) Instructional Coaches. DataWORKS coaches go into classrooms and provide individual coaching and feedback for teachers on their lesson delivery techniques. Coaches will use a well-developed and tested coaching rubric that all teachers understand ahead of time. Observations will be made using the rubric and individual feedback will be provided to teachers. (3) Developing local Content Area Experts and Instructional Coaches. After DataWORKS provides initial content area expertise and classroom coaching, local administrators and coaches will be trained to take over. Training starts with the principal and school coaches who are responsible for implementing the SBE-adopted materials. Training expands to teachers

HPSGP School Action Plan for Central Elem. School- Tracy Unified School District

who can then provide peer support to each other in developing and teaching well crafted standards-based lessons.

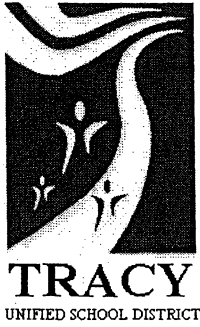
7. Describe how expenditures that address program goals and planning and implementation activities were determined. 7.1 Align expenditures to specific program activities along with beginning and completion dates for each activity.

See the budget for planned expenditures.

ACTIVITY	BEGINNING	ENDING	Implementation yr.
Intensive STAR Analysis	Aug.	Aug.	1, 2, 3, 4
Curriculum Calibration SM of student assignments	Oct.	Oct.	1, 2, 3, 4
Analysis of student work (once per month during collaboration time)	Sept.	May	1, 2, 3, 4
Instructional Calibration of classroom practices	Nov.	Nov.	1, 2, 3, 4
Explicit Direct Instruction (EDI) Professional Development including English Learners and Differentiated Instruction	Aug.	Aug.	1
EDI lesson design feedback (Cognitive Strategies, English Learners, Content Area Literacy, Writing)	Sept.	May	Monthly, years 1,2,3,4
EDI classroom coaching (cognitive strategies, English Learners, content Area Literacy, Writing)	Sept.	May	Monthly, years 1,2,3,4
Cognitive Strategies Professional Development	Jan.	Jan.	1
Instructional Leadership / plan monitoring	Sept. '07	June '11	Quarterly, years 1, 2, 3, 4
Nancy Fetzer training	Aug	June	1, 2, 3, 4
Fred Jones training	Aug	June	1
English Learner Professional Development	Aug.	Aug.	2
Content Area Literacy Professional Development	Aug.	Aug.	3
Writing Strategies Professional Development	Aug.	Aug.	4
EDI, English Learner, Content Area Literacy Refresher Professional Development	Jan.	Jan.	2, 3, 4
Classroom Implementation monitoring and coaching	Sept. '07	June '11	Weekly, years 1, 2, 3, 4
Assessments and Student Test Prep Professional Development	Sept.	Sept.	1, 2, 3, 4
Standards Alignment Guide (language arts, math)	Aug.	Oct.	1
Pacing Calendar (language arts and math)	Sept.	Dec.	1
Standards Alignment Guide (science, social science)	Aug.	Oct.	2
Pacing Calendar (science, social science)	Sept.	Dec.	2
Parental Involvement Training (ongoing)	Sept.	May	1,2,3, 4
AB 466 training	June '07	June '07	0
AB 75 training	Summer '08	Summer '08	2

CENTRAL ES	Grant	400.00	479	\$191,600.00
High Priority Implementation Budget to Improve Student Achievement				
YEAR 1		unit cost	number	extended
Intensive STAR Analysis	Disaggregations of STAR results including disaggregated cluster analysis.	650.00	1	650.00
Curriculum Calibration of student assignments	Analysis for alignment of grade-level standards of one-week of student work. Includes presentation of results and training to staff.	5,500.00	1	5,500.00
Instructional Calibration of classroom practices	Analysis of instructional practices seen during classroom observations. Includes presentation to staff.	10,000.00	1	10,000.00
Explicit Direct Instruction (EDI) Training	Staff development in research-based lesson design and lesson delivery.	4,500.00	2	9,000.00
EDI lesson design feedback	Working with teachers to design well crafted lessons.	2,500.00	4	10,000.00
EDI classroom coaching	Coaching on implementation of research-based instructional strategies in the classroom.	2,500.00	4	10,000.00
Cognitive Strategies Workshop	Staff development in research-based lesson design and lesson delivery techniques using Cognitive	4,500.00	0	0.00
Instructional Leadership / plan monitoring	Monitoring student achievement, classroom instruction, and plan implementation.	2,500.00	3	7,500.00
Assessments Analysis and Test Prep Training	Training in using assessments to improve instruction; includes error analysis and test prep strategies for students.	4,500.00	0	0.00
Standards Alignment Guide (language arts)	Alignment of language arts instructional materials to grade-level state standards.	7,500.00	1	7,500.00
Standards Alignment Guide (mathematics)	Alignment of mathematics instructional materials to grade-level state standards.	7,500.00	0	0.00
Pacing Calendar Language Arts	Develop pacing to cover standards before test date.	7,500.00	0	0.00
Pacing Calendar Mathematics	Develop pacing to cover standards before test date.	7,500.00	0	0.00
Parental Involvement Training	Four sessions covering standards, instruction, school communication, and the importance of parental involvement.	15,000.00	1	15,000.00
Subs for use during lesson design feedback	Roving subs while teachers are pulled out for lesson review. (4 subs for 10 days)	2,240.00	1	2,240.00
Subs for use during classroom observations	Roving subs so teachers can participate in classroom coaching.	1,120.00	1	1,120.00

Subs for use during Instructional Leadership	Subs for teachers to receive feedback on student achievement, classroom instruction, and plan implementation.	3,360.00	1	3,360.00
Teacher hourly time	Hourly pay for after school training or to work after hours	20,000.00	1	20,000.00
Teacher coaching	Released time for coach(es)	40,000.00	1	40,000.00
Nancy Fetzer	training and coaching	22,500.00	1	22,500.00
Subs for use during Nancy Fetzer coaching	Substitutes while teachers are undergoing Nancy Fetzer coaching.	2,240.00	1	2,240.00
Fred Jones	classroom management training	0.00	0	0.00
Part time coach	1 day per week	20,000.00	0	0.00
Classroom technology		0.00	0	0.00
Approved Language Arts Intervention Program		10,000.00	1	10,000.00
AB 75 training	travel/registration	2,000.00	1	2,000.00
AB 466 training		0.00	0	0.00
Miscellaneous	copying, postage, materials etc.	5,230.00	1	5,230.00
Indirect Costs	Grant management	7,760.00	1	7,760.00
				\$191,600.00
			bal	\$0.00



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent for Human Resources
DATE: December 13, 2006
SUBJECT: Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations to Be Compliant with CSBA Guidelines – 2nd Reading

BACKGROUND: In March of 2006 an audit was conducted of Board policies and administrative regulations. The audit identified the status of specific policies and regulations, and detailed requirements to bring these documents into compliance with guidelines with the California School Boards Association (CSBA). Recommended changes ranged from adding required policies, to making minor changes, to adopting language already in place, but for which no adoption date is identifiable.

RATIONALE: The attached policies and administrative regulations required minor changes to match CSBA guidelines or merely require formal approval to delineate an adoption date.

BP/AR	Required Change	Notes
BP & AR 4212.42 (Classified); BP & AR 4112.42 (Certificated); BP & AR 4312.42 (Management, Supervisory & Classified Confidential) - Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers	Adopt existing language with changes to be compliant with CSBA guidelines	Policies and Regulations reflect federal testing program for employees who drive "school transportation vehicle" and blood alcohol percentage levels specified in law and types of tests included in District's testing program

FUNDING: Not Applicable.

RECOMMENDATION: Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations to Be Compliant with CSBA Guidelines – 2nd Reading

PREPARED BY: James Mousalimas, Assistant Superintendent for Human Resources

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

The Governing Board maintains a drug and alcohol-free workplace to ensure that District-provided transportation is safe for students, staff, and the public. The Superintendent or designee shall establish a drug and alcohol testing program for all District drivers, other employees who hold a commercial driver's license, and drivers of a "school transportation vehicle" as defined in Vehicle Code 34520.3 which is necessary to perform duties related to their employment with the District. Employees who drive vehicles which require the possession of a commercial driver's license to operate, including school bus drivers, are subject to federal law and regulations requiring a drug and alcohol testing program. ~~The Superintendent or designee shall implement this program beginning January 1, 1996.~~

The District's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers.

The Superintendent or designee shall contract for testing services and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.

No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician.

Any driver who tests positive for alcohol or drugs or who refuses to submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the District's collective bargaining agreement.

The Superintendent or designee shall ensure that each driver receives an explanation of the federal regulations and the District's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Legal Reference:

EDUCATION CODE

35160

Authority of Governing Boards

VEHICLE CODE

34500-344520.5

Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1293

Motor carrier safety, especially:

1213.1

Placing drivers out-of-service

UNITED STATES CODE, TITLE 49

31306

Alcohol and controlled substances testing

41501-41507

Transportation Employee Testing Act

~~2717~~~~Alcohol and controlled substances testing (Omnibus
Transportation Employee Testing Act of 1991)~~CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413

Procedures for Transportation Workplace Drug and
Alcohol Testing Programs

382.101-382.605

Controlled Substance and Alcohol Use and Testing;
especially

382.205

On-duty use

382.207

Pre-duty use

382.209

Use following an accident

~~395~~~~Hours of Service of Drivers~~~~Holliday v. City of Modesto (1991) 229 Cal. App. 3d 528, 540~~~~International Brotherhood of Teamsters v. Department of
Transportation 932 F.2d~~

Policy Adopted:

TUSD: 1/28/97

Revised:

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

A. Purpose and Scope

To provide guidance and direction for administrative personnel regarding drug and alcohol testing for school bus drivers and other employees whose assigned duties require the operation of a commercial vehicle, **including any vehicle designed to transport 16 or more passengers**, as defined by Title 49 of the Code of Federal Regulations Section 382.107 or a “**school transportation vehicle**” as defined in **Vehicle Code 34520.3**. This includes casual, intermittent or occasional drivers as well as full-time, regularly employed drivers.

The Superintendent or designee shall contract for collection and testing services and shall ensure that testing procedures and facilities used for the tests conform with the requirements of the Code of Federal Regulations, Title 49, Part 40.

B. General

Notice

1. Before drug and alcohol tests are performed pursuant to the 49 CFR 382, the District shall inform drivers that the tests are required by these regulations.

The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within 60 calendar days of being notified of the disposition of his/her employment application.

All drivers subject to this policy and regulation shall be individually notified, in advance and in writing, that they are subject to “reasonable suspicion”, “post-accident”, “random”, “return to duty” and “follow-up” testing for controlled substances and alcohol while employed by the District.

The District shall notify a driver of the results of random, reasonable suspicion and post-accident drug tests if the test results are verified positive. The district shall also tell the driver which controlled substance(s) were verified as positive.

2. All drivers subject to this policy and regulation shall receive educational materials on alcohol misuse and controlled substance use (**Code of Federal**

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Regulations, Title 49, Part 382), together with a copy of the District's policy and regulations for meeting these requirements. Representatives of employee organizations shall be notified of the availability of this information. The information shall identify all of the following:

- a. The person designated by the District to answer drivers' questions about the materials.
- b. The categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382.
- c. Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382.
- d. Specific information concerning driver conduct that is prohibited by Part 382.
- e. The circumstances under which a driver will be tested for drugs and/or alcohol under Part 382.
- f. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results and ensure that test results are attributed to the correct driver.
- g. The requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382.
- h. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences.
- i. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation and treatment.
- j. The consequences for drivers found to have an alcohol concentration of .02 or greater but less than .04.
- k. The effects of drugs and alcohol on an individual's health, work and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program and/or referral to management.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

- I. Other legal requirements, District policies and disciplinary consequences related to the use of alcohol and drugs.**

In addition,

- a. all stewards at the drivers' work locations shall receive the same training provided to supervisors for reasonable suspicion determinations.
 - b. all drivers shall be notified of the right to have a union representative present throughout the questioning and testing by a Medical Review Officer. If the driver requests union representation, questioning and testing shall be suspended for a period not greater than two (2) hours, during which time a union representative will be made available.
3. If a driver is under the care of a licensed physician and taking a prescription medication that has a significant potential to affect or impair safety and performance of duties, the driver must notify the supervisor before beginning the work shift.

In addition, drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Drivers using such a substance may continue to perform safety-sensitive functions only if the physician has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle.

4. Each driver shall sign a statement certifying that he/she has received a copy of the materials under B1. and B2. above.
5. Suggestions or concerns relating to this policy and regulation should be directed to the Associate Superintendent for Human Resources or the Assistant Superintendent for Business Services.

C. Forms Used and Additional References

District forms available through Human Resources Division.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

D. Procedure

Pre-Employment Tests

Tests for controlled substances and alcohol shall normally be conducted before the first time a driver performs any safety-sensitive function for the District.

Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work until he/she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; and performing driver requirements related to accidents. (49 CFR 382.107, 395.2)

The tests shall be required of an applicant only after he/she has been offered a position subject to this policy and regulation.

Exceptions may be made for drivers who have had the alcohol test required by law within the previous six months and participated in the drug testing program required by law within the previous 30 days, provided that the District has been able to make all verifications required by law. (49 CFR 382.301)

Pre-employment testing shall also be required of employees returning to work after a layoff period if the employee was removed from the random testing pool. If the employee remains in the random testing pool, additional testing shall not be necessary. (49 CFR 382.301)

Reasonable Suspicion Testing

An alcohol or drug test shall be conducted if a supervisor or district official trained in accordance with law has reasonable suspicion that a driver has violated the district's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances. (49 CFR 382.307)

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the district shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours. (49 CFR 382.307)

A supervisor or district official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier. (49 CFR 382.307)

The Superintendent or designee shall ensure that an employee under reasonable suspicion is transported to the designated collection or testing site.

- ~~1. A reasonable suspicion test will be based upon a trained supervisor's conclusion, as a result of examining all of the pertinent facts, that prohibited controlled substance or alcohol use may have contributed to or caused a critical incident, or may limit an employee's capacity to function in a safety sensitive position. (The term supervisor shall include all supervisory and managerial staff members as defined in the Educational~~

~~Employment Relations Act, Government Code Section 3540 et seq.) A reasonable suspicion test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. For suspicion of alcohol or controlled substance use, the observations may also include indications of chronic and withdrawal effects.~~

- ~~2. The observations must be made by a supervisor who has received a total of three (3) hours training in identifying indicators of probable alcohol misuse and in identifying indicators of probable controlled substance use. Training shall be conducted by a substance abuse professional.~~

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

- ~~3. If the reasonable suspicion observations are made by the immediate supervisor of the driver, they must be confirmed by the direct observation of another supervisor similarly trained.~~
- ~~4. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during or just after the driver's performance of a safety-sensitive duty.~~
- ~~5. Drivers for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending receipt of initial test results.~~
- ~~6. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered.~~
 - ~~a. If the test is not given within two hours following the reasonable suspicion determination, the District shall prepare and maintain on file a statement of the reasons the test was not promptly administered.~~
 - ~~b. If requested by the driver, a copy of this statement shall be provided to the driver within a reasonable period of time.~~
 - ~~c. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.~~
- ~~7. A written record of the reasonable suspicion observations for use of controlled substances, dated and signed by all supervisors making the observations, must be made within 24 hours or before the result of the controlled substance test(s) are released, whichever is earlier. If requested by the driver, a copy of this record will be given to the driver within a reasonable period of time.~~
- ~~8. No supervisor who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.~~

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS/COMMERCIAL VEHICLE DRIVERS

Return-To Duty Tests

A controlled substance or alcohol test shall be conducted whenever a driver who has violated the district's controlled substance or alcohol prohibition returns to performing safety-sensitive duties. (49 CFR 382.309)

1. Employees whose conduct involved controlled substances cannot return to duty in a safety-sensitive function until the return-to duty controlled substance test produces a verified negative result. (49 CFR 382.605)
2. Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meets federal and District standards.

Follow-up Tests

A driver who violates the district's controlled substance or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a controlled substance or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law.

Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions. (49 CFR 382.311)

Post-Accident Testing

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

1. **Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life. (49 CFR 382.303)**
2. **Who receives a citation under state or local law for a moving traffic violation arising from the accident. (49 CFR 382.303)**
3. *Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved a serious medical injury.*
4. *Whose performance cannot be excluded as a contributing factor based on information available at the time of the accident.*

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention. (49 CFR 382.303)

No such driver shall use alcohol for eight hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

If an alcohol test is not administered within two hours of the accident or if a drug test is not administered within 32 hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests shall not be given if not administered within eight hours after the accident for alcohol or within 32 hours for drugs. (49 CFR 382.303)

Tests conducted by authorized federal, state or local officials shall fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations. (49 CFR 382.303)

- ~~1. A post-accident test must be based upon an accident for which the driver received a citation for a moving traffic violation or where there was a loss of human life, serious injury and/or significant property damage.~~
- ~~2. No post-accident test for alcohol will be given more than eight hours after the accident. No post-accident test for controlled substances will be given more than 32 hours after the accident. No such driver shall use alcohol or any controlled substance for eight hours after the accident or until after he or she undergoes a post-accident alcohol/controlled substance test, whichever occurs first.~~
- ~~3. All drivers shall be given necessary post-accident information, procedures and instructions by the District.~~

Random Testing

Alcohol and drug tests shall be conducted on a random basis at unannounced times throughout the year. The number of random alcohol and drug tests shall be at least equal to those required by federal regulations. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made. Tests for alcohol shall be conducted just before, during or just after the performance of safety-sensitive functions. (49 CFR 382.305)

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Employees off work due to leaves, vacation and layoffs shall be informed that they remain subject to random testing. Employees drawn for such testing shall be notified and tested as soon as practicable after they return to duty.

- ~~1. Unless required by a State or Federal agency, drivers shall be randomly tested as follows:~~
 - ~~a. The number of random alcohol tests annually must equal at least 25% of the average number of driver positions and not greater than one driver more than 25%.~~
 - ~~b. The number of random drug tests annually must equal at least 50% of the average number of driver positions and not greater than one driver more than 50%.~~
 - ~~c. These rates, which are required by Federal regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (See 49 CFR 382.305, (a).)~~
- ~~2. The pool of persons subject to random testing shall include all school bus drivers and other employees whose assigned duties require the operation of a commercial vehicle as defined by Title 49 of the Code of Federal Regulations Section 382.107 during the month when the random selection occurs. Employees will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.~~
- ~~3. The selection of drivers for random testing must be solely by chance utilizing a random number table of a computer-based random number generator matched with social security numbers.~~
- ~~4. The dates for random tests shall be unannounced and spread reasonably throughout the year. Each driver in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the driver was previously tested that year.~~

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Testing Procedures

All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In addition:

1. The immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.
2. All testing shall be conducted in a private setting and, in the case of testing, no direct observation of a driver's urination by a collection site person is permitted except for the reasons stated in Title 49 of the Code of Federal Regulations Section 40.25, (e), and then only by a same gender collection site person who is not employed by the District.
3. The testing laboratory for controlled substance testing must be a laboratory certified for such testing by the U.S. Department of Health and Human Services. A split sample test requested by a driver shall be conducted at a different certified laboratory than the one which conducted the initial test(s).
 - a. Any tests that do not comply with the requirements of paragraph (3) above shall be treated as negative tests.
 - b. A split sample test shall be paid for by the employee. If the test is negative, the District shall reimburse the employee for the cost of the test.

Note: The District will select the Laboratory. The District will formulate a procedure to address any complaints which surface regarding the laboratory. If the District determines that any complaint received from CSEA has validity, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Laboratory is warranted.

4. A refusal to submit to an alcohol or controlled substance test means that a driver:
 - a. fails to provide adequate breath for alcohol testing without a valid medical explanation after he/she has received notice of the requirements for breath testing in accordance with the provisions of the District's policy; or

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

- b. fails to provide an adequate urine sample for testing without a genuine inability to provide a specimen (as determined by a medical evaluation) after he/she has received notice of the requirements for urine testing in accordance with the provisions of the District's policy; or
 - c. engages in conduct that clearly obstructs the testing process.
- 5. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the District to have refused to submit to testing. This shall not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 6. The consequences of a driver's refusal to submit to an alcohol or controlled substance test required under post-accident, random reasonable suspicion or follow-up testing will be that the District will prohibit the driver from performing or continuing to perform safety-sensitive functions. During the period the driver is prohibited from performing or continuing to perform safety-sensitive functions, he/she will not receive pay.
- 7. If a driver refuses to submit to controlled substance or alcohol testing, that driver shall be subject disciplinary action in accordance with the District/CSEA collective bargaining agreement.

Positive Tests

- 1. A positive test for alcohol must be either (1) a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.01 grams of alcohol per 210 liters of breath or greater; or (2) any other test authorized by Title 49 of the Code of Federal Regulations. Such a test is positive even if that concentration is caused by prescribed medication.
- 2. The medical review officer will determine if a confirmation test for controlled substance is positive in accordance with Title 49 of the Code of Federal Regulations, part 40, by using a gas chromatography/mass spectrometry technique.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

3. No positive test for controlled substances or alcohol, conducted pursuant to this Side Letter, shall be reported to the District until:

a. For alcohol and controlled substances:

The medical review officer has made all reasonable efforts to contact the driver (and documented them), on a confidential basis, and attempted to give the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence.

b. For controlled substances:

1) The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different laboratory, certified by the Department of Health and Human Services;

2) The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.

4. If the medical review officer concludes that there is a legitimate medical explanation for the positive test, such as prescription or over-the-counter medication, or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the District as a negative test.

5. The medical review officer shall be a licensed physician with (1) special knowledge of substance abuse disorders, (2) appropriate medical training to interpret and evaluate an individual's confirmed positive test, and (3) knowledge of the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the District.

Note: The District will select the Medical Review Officer. The District will formulate a procedure to address any complaints which surface regarding the Medical Review Officer. If the District determines that any complaint received from CSEA has validity, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Medical Review Officer is warranted.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

6. The cut-off levels in this section are those required by Federal regulation.
 - a. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 CFR 40.29, (f).)
 - b. On the date of this Side Letter, the most relevant cut-off levels are:
 1. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
 2. 150 ng/ml of cocaine metabolite;
 3. 300 ng/ml of opiate metabolite;
 4. 25 ng/ml of phencyclidine; or
 5. 500 ng/ml of amphetamine or methamphetamine.

Effects of a Positive Test

1. Any driver who tests positive under the testing procedures (random, post accident, reasonable suspicion, return to duty and follow-up tests) will:
 - a. if the positive test is an alcohol test showing an alcohol concentration of 0.01 or greater, but less than 0.04, be placed on unpaid administrative leave for 24 hours or, at the option of the District be assigned to duties that are not safety sensitive for the same time period. Additional discipline will be based upon an assessment of all relevant factors.
 - b. if the positive test is .04 or greater for alcohol, or positive for any controlled substances, they be subject to disciplinary action in accordance with the District/CSEA collective bargaining agreement.
2. In addition, drivers will also be subject to discipline if:
 - a. they refuse to submit to a test authorized by this policy and regulation;
 - b. they fail to complete rehabilitation recommended by the substance abuse professional which has been approved by the District; or
 - c. they subsequently tests positive for alcohol and/or for controlled substances after a return to duty test following completion of rehabilitation.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

3. A permanent driver is entitled to all due process rights pursuant to the District/CSEA collective bargaining agreement. A probationary driver, as a continuing part of the selection process, is subject to immediate termination.
4. Subject to the disciplinary provisions of the collective bargaining agreement, the driver shall be evaluated by a substance abuse professional, who shall determine what assistance, if any, is needed to resolve alcohol or controlled substance problems. Any assistance sought by the employee shall be paid for entirety by the employee.
5. With respect to all positive tests, nothing shall prohibit the District from taking adverse personnel actions in accordance with its authority independent from that conferred by 49 CFR part 382 which are consistent with other policies of the District.

Miscellaneous

1. Drivers will receive their regular pay for time required to take tests specified in this policy and regulation. The District will pay for these tests.
2. The parties agree to treat all test results as confidential medical records.

E. Reports Required

1. All records identified pursuant to 49 CFR 382.401 and 382.403 that the district must keep for varying periods of time.
2. Statements signed by Bus Drivers or other employees who are assigned duties requiring operation of commercial vehicles indicating that they have received copies of this policy and regulation.

F. Record Retention

1. All records identified pursuant to 49 CFR 382.401 and 382.403 that the district must keep for varying periods of time.
2. Statements signed by Bus Drivers or other employees who are assigned duties requiring operation of commercial vehicles indicating that they have received copies of this policy and regulation.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

3. Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver. (49 CFR 382.405)

G. Responsible Administrative Unit

Human Resources
Business Services

H. Approved By
The Administrator of the Division.

Regulation Adopted: Revised:
TUSD: 1/98

List of Laboratories in California and Nevada that have been approved for Urine Drug Testing by the Department of Health and Human Services

Associated Pathologists Laboratories, Inc.
4230 So. Burnham Ave., Suite 250
Las Vegas, Nevada 89119-5412
(702) 733-7866

Sierra Nevada Laboratories, Inc.
888 Willow Street
Reno, Nevada 89502
(800) 648-5472

Centinela Hospital Airport Toxicology Laboratory
9601 So. Sepulveda Blvd.
Los Angeles, California 90045
(310) 215-6020

SmithKline Beecham Clinical Laboratories
7600 Tyrone Avenue
Van Nuys, California 91045
(818) 376-2520

National Health Laboratories Inc.
5601 Oberlin Drive, Suite 100
San Diego, California 92121
(619) 455-1221

TOXWORX Laboratories, Inc.
6160 Variel Avenue
Woodland Hills, California 91367
(818) 226-4373

National Toxicology Laboratories, Inc.
1100 California Avenue
Bakersfield, CA 93304
(805) 322-4250

UNILAB
18408 Oxnard Street
Tarzana, California 91356
(818) 343-8191/800-492-0800

Nicols Institute Substance Abuse Testing
7470-A Mission Valley Road
San Diego, California 92108-4406
(619) 686-3200/800-446-4728

PharmChem Laboratories, Inc.
1505-A O'Brien Drive
Menlo Park, California 94025
(415) 328-6200/800-446-5177

Poisonlab, Inc.
7272 Clairemont Mesa Road
San Diego, California 92111
(619) 279-2600/800-882-7272

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

The Governing Board maintains a drug and alcohol-free workplace to ensure that District-provided transportation is safe for students, staff, and the public. The Superintendent or designee shall establish a drug and alcohol testing program for all District drivers and other employees who hold a commercial driver's license which is necessary to perform duties related to their employment with the District. Employees who drive vehicles which require the possession of a commercial driver's license to operate, including school bus drivers, are subject to federal law and regulations requiring a drug and alcohol testing program.

~~The Superintendent or designee shall implement this program beginning January 1, 1996.~~

The District's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers.

The Superintendent or designee shall contract for testing services and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.

No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician.

Any driver who tests positive for alcohol or drugs or who refuses to submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the District's collective bargaining agreement.

The Superintendent or designee shall ensure that each driver receives an explanation of the federal regulations and the District's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Legal Reference:**EDUCATION CODE**

35160

Authority of Governing Boards

VEHICLE CODE**34500-344520.5**

Safety regulations

CODE OF REGULATIONS, TITLE 13**1200-1293**

Motor carrier safety, especially:

1213.1

Placing drivers out-of-service

UNITED STATES CODE, TITLE 49**31306**

Alcohol and controlled substances testing

41501-41507

Transportation Employee Testing Act

2717Alcohol and controlled substances testing (Omnibus
Transportation Employee Testing Act of 1991)**CODE OF FEDERAL REGULATIONS, TITLE 49****40.1-40.413**Procedures for Transportation Workplace Drug and
Alcohol Testing Programs**382.101-382.605**Controlled Substance and Alcohol Use and Testing;
especially**382.205**

On-duty use

382.207

Pre-duty use

382.209

Use following an accident

395

Hours of Service of Drivers

~~Holliday v. City of Modesto (1991) 229 Cal. App. 3d 528, 540~~~~International Brotherhood of Teamsters v. Department of
Transportation 932 F.2d~~

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

A. Purpose and Scope

To provide guidance and direction for administrative personnel regarding drug and alcohol testing for school bus drivers and other employees whose assigned duties require the operation of a commercial vehicle as defined by Title 49 of the Code of Federal Regulations Section 382.107.

B. General

Notice

1. All drivers subject to this policy and regulation shall be individually notified, in advance and in writing, that they are subject to “reasonable suspicion”, “post-accident”, “random”, “return to duty” and “follow-up” testing for controlled substances and alcohol while employed by the District.
2. All drivers subject to this policy and regulation shall receive educational materials on alcohol misuse and controlled substance use. In addition,
 - a. All stewards at the drivers’ work locations shall receive the same training provided to supervisors for reasonable suspicion determinations.
 - b. All drivers shall be notified of the right to have a union representative present throughout the questioning and testing by a Medical Review Officer. If the driver requests union representation, questioning and testing shall be suspended for a period not greater than two (2) hours, during which time a union representative will be made available.
3. If a driver is under the care of a licensed physician and taking a prescription medication that has a significant potential to affect or impair safety and performance of duties, the driver must notify the supervisor before beginning the work shift.
4. Each driver shall sign a statement certifying that he/she has received a copy of the materials under B1. and B2. above.
5. Suggestions or concerns relating to this policy and regulation should be directed to the Associate Superintendent for Human Resources or the Assistant Superintendent for Business Services.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

C. Forms Used and Additional References

District forms available through Human Resources Division.

D. Procedure

Pre-Employment Tests

Tests for controlled substances and alcohol shall normally be conducted before the first time a driver performs any safety-sensitive function for the District.

Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work until he/she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; and performing driver requirements related to accidents. (49 CFR 382.107, 395.2)

The tests shall be required of an applicant only after he/she has been offered a position subject to this policy and regulation.

Exceptions may be made for drivers who have had the alcohol test required by law within the previous six months and participated in the drug testing program required by law within the previous 30 days, provided that the District has been able to make all verifications required by law. (49 CFR 382.301)

Reasonable Suspicion Testing

1. A reasonable suspicion test will be based upon a trained supervisor's conclusion, as a result of examining all of the pertinent facts, that prohibited controlled substance or alcohol use may have contributed to or caused a critical incident, or may limit an employee's capacity to function in a safety sensitive position. (The term supervisor shall include all supervisory and managerial staff members as defined in the Educational

Employment Relations Act, - Government Code Section 3540 et seq.) A reasonable suspicion test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. For suspicion of alcohol or controlled substance use, the observations may also include indications of chronic and withdrawal effects.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

2. The observations must be made by a supervisor who has received a total of three (3) hours training in identifying indicators of probable alcohol misuse and in identifying indicators of probable controlled substance use. Training shall be conducted by a substance abuse professional.
3. If the reasonable suspicion observations are made by the immediate supervisor of the driver, they must be confirmed by the direct observation of another supervisor similarly trained.
4. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during or just after the driver's performance of a safety-sensitive duty.
5. Drivers for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending receipt of initial test results.
6. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered.
 - a. If the test is not given within two hours following the reasonable suspicion determination, the District shall prepare and maintain on file a statement of the reasons the test was not promptly administered.
 - b. If requested by the driver, a copy of this statement shall be provided to the driver within a reasonable period of time.
 - c. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.
7. A written record of the reasonable suspicion observations for use of controlled substances, dated and signed by all supervisors making the observations, must be made within 24 hours or before the result of the controlled substance test(s) are released, whichever is earlier. If requested by the driver, a copy of this record will be given to the driver within a reasonable period of time.
8. No supervisor who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

Return-To Duty Tests

A controlled substance or alcohol test shall be conducted whenever a driver who has violated the district's controlled substance or alcohol prohibition returns to performing safety-sensitive duties. (49 CFR 382.309)

1. Employees whose conduct involved controlled substances cannot return to duty in a safety-sensitive function until the return-to duty controlled substance test produces a verified negative result. (49 CFR 382.605)
2. Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meets federal and District standards.

Follow-up Tests

A driver who violates the district's controlled substance or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a controlled substance or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law.

Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions. (49 CFR 382.311)

Post-Accident Testing

1. A post-accident test must be based upon an accident for which the driver received a citation for a moving traffic violation or where there was a loss of human life, serious injury and/or significant property damage.
2. No post-accident test for alcohol will be given more than eight hours after the accident. No post-accident test for controlled substances will be given more than 32 hours after the accident. No such driver shall use alcohol or any controlled substance for eight hours after the accident or until after he or she undergoes a post-accident alcohol/controlled substance test, whichever occurs first.
3. All drivers shall be given necessary post-accident information, procedures and instructions by the District.

Random Testing

1. Unless required by a State or Federal agency, drivers shall be randomly tested as follows:

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

- a. The number of random alcohol tests annually must equal at least 25% of the average number of driver positions and not greater than one driver more than 25%.
 - b. The number of random drug tests annually must equal at least 50% of the average number of driver positions and not greater than one driver more than 50%.
 - c. These rates, which are required by Federal regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (See 49 CFR 382.305, (a).)
2. The pool of persons subject to random testing shall include all school bus drivers and other employees whose assigned duties require the operation of a commercial vehicle as defined by Title 49 of the Code of Federal Regulations Section 382.107 during the month when the random selection occurs. Employees will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.
 3. The selection of drivers for random testing must be solely by chance utilizing a random number table of a computer-based random number generator matched with social security numbers.
 4. The dates for random tests shall be unannounced and spread reasonably throughout the year. Each driver in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the driver was previously tested that year.

Testing Procedures

All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In addition:

1. The immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.
2. All testing shall be conducted in a private setting and, in the case of testing, no direct observation of a driver's urination by a collection site person is permitted except for the reasons stated in Title 49 of the Code of Federal Regulations Section

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

40.25, (e), and then only by a same gender collection site person who is not employed by the District.

3. The testing laboratory for controlled substance testing must be a laboratory certified for such testing by the U.S. Department of Health and Human Services. A split sample test requested by a driver shall be conducted at a different certified laboratory than the one which conducted the initial test(s).
 - a. Any tests that do not comply with the requirements of paragraph (3) above shall be treated as negative tests.
 - b. A split sample test shall be paid for by the employee. If the test is negative, the District shall reimburse the employee for the cost of the test.

Note: The District will select the Laboratory. The District will formulate a procedure to address any complaints which surface regarding the laboratory. If the District determines that any complaint received from CSEA has validity, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Laboratory is warranted.

4. A refusal to submit to an alcohol or controlled substance test means that a driver:
 - a. Fails to provide adequate breath for alcohol testing without a valid medical explanation after he/she has received notice of the requirements for breath testing in accordance with the provisions of the District's policy; or
 - b. Fails to provide an adequate urine sample for testing without a genuine inability to provide a specimen (as determined by a medical evaluation) after he/she has received notice of the requirements for urine testing in accordance with the provisions of the District's policy; or
 - c. Engages in conduct that clearly obstructs the testing process.
5. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the District to have refused to submit to testing. This shall not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

6. The consequences of a driver's refusal to submit to an alcohol or controlled substance test required under post-accident, random reasonable suspicion or follow-up testing will be that the District will prohibit the driver from performing or continuing to perform safety-sensitive functions. During the period the driver is prohibited from performing or continuing to perform safety-sensitive functions, he/she will not receive pay.
7. If a driver refuses to submit to controlled substance or alcohol testing, that driver shall be subject disciplinary action in accordance with the District/CSEA collective bargaining agreement.

Positive Tests

1. A positive test for alcohol must be either (1) a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.01 grams of alcohol per 210 liters of breath or greater; or (2) any other test authorized by Title 49 of the Code of Federal Regulations. Such a test is positive even if that concentration is caused by prescribed medication.
2. The medical review officer will determine if a confirmation test for controlled substance is positive in accordance with Title 49 of the Code of Federal Regulations, part 40, by using a gas chromatography/mass spectrometry technique.
3. No positive test for controlled substances or alcohol, conducted pursuant to this Side Letter, shall be reported to the District until:

- a. For alcohol and controlled substances:

The medical review officer has made all reasonable efforts to contact the driver (and documented them), on a confidential basis, and attempted to give the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence.

- b. For controlled substances:

- 1) The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different laboratory, certified by the Department of Health and Human Services;

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

- 2) The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.
4. If the medical review officer concludes that there is a legitimate medical explanation for the positive test, such as prescription or over-the-counter medication, or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the District as a negative test.
5. The medical review officer shall be a licensed physician with (1) special knowledge of substance abuse disorders, (2) appropriate medical training to interpret and evaluate an individual's confirmed positive test, and (3) knowledge of the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the District.

Note: The District will select the Medical Review Officer. The District will formulate a procedure to address any complaints which surface regarding the Medical Review Officer. If the District determines that any complaint received from CSEA has validity, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Medical Review Officer is warranted.

6. The cut-off levels in this section are those required by Federal regulation.
 - a. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 CFR 40.29, (f).)
 - b. On the date of this Side Letter, the most relevant cut-off levels are:
 1. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
 2. 150 ng/ml of cocaine metabolite;
 3. 300 ng/ml of opiate metabolite;
 4. 25 ng/ml of phencyclidine; or
 5. 500 ng/ml of amphetamine or methamphetamine.

Effects of a Positive Test

1. Any driver who tests positive under the testing procedures (random, post accident, reasonable suspicion, return to duty and follow-up tests) will:

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

- a. If the positive test is an alcohol test showing an alcohol concentration of 0.01 or greater, but less than 0.04, be placed on unpaid administrative leave for 24 hours or, at the option of the

District be assigned to duties that are not safety sensitive for the same time period. Additional discipline, will be based upon an assessment of all relevant factors.

- b. If the positive test is .04 or greater for alcohol, or positive for any controlled substances, they be subject to disciplinary action in accordance with the District/CSEA collective bargaining agreement.
2. In addition, drivers will also be subject to discipline if:
 - a. They refuse to submit to a test authorized by this policy and regulation;
 - b. They fail to complete rehabilitation recommended by the substance abuse professional which has been approved by the District; or
 - c. They subsequently tests positive for alcohol and/or for controlled substances after a return to duty test following completion of rehabilitation.
3. A permanent driver is entitled to all due process rights pursuant to the District/CSEA collective bargaining agreement. A probationary driver, as a continuing part of the selection process, is subject to immediate termination.
4. Subject to the disciplinary provisions of the collective bargaining agreement, the driver shall be evaluated by a substance abuse professional, who shall determine what assistance, if any, is needed to resolve alcohol or controlled substance problems. Any assistance sought by the employee shall be paid for entirety by the employee.
5. With respect to all positive tests, nothing shall prohibit the District from taking adverse personnel actions in accordance with its authority independent from that conferred by 49 CFR part 382 which are consistent with other policies of the District.

Miscellaneous

1. Drivers will receive their regular pay for time required to take tests specified in this policy and regulation. The District will pay for these tests.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

2. The parties agree to treat all test results as confidential medical records.

E. Reports Required

1. All records identified pursuant to 49 CFR 382.401 and 382.403 that the district must keep for varying periods of time.
2. Statements signed by Bus Drivers or other employees who are assigned duties requiring operation of commercial vehicles indicating that they have received copies of this policy and regulation.

F. Record Retention

1. All records identified pursuant to 49 CFR 382.401 and 382.403 that the district must keep for varying periods of time.
2. Statements signed by Bus Drivers or other employees who are assigned duties requiring operation of commercial vehicles indicating that they have received copies of this policy and regulation.

G. Responsible Administrative Unit

Human Resources
Business Services

H. Approved By

The Administrator of the Division.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS (Continued)**

List of Laboratories in California and Nevada that have been approved for Urine Drug Testing by the Department of Health and Human Services

Associated Pathologists Laboratories, Inc. Sierra Nevada Laboratories, Inc.
4230 So. Burnham Ave., Suite 250 888 Willow Street
Las Vegas, Nevada 89119-5412 Reno, Nevada 89502
(702) 733-7866 (800) 648-5472

Centinela Hospital Airport Toxicology SmithKline Beecham Clinical
Laboratory Laboratories
9601 So. Sepulveda Blvd. 7600 Tyrone Avenue
Los Angeles, California 90045 Van Nuys, California 91045
(310) 215-6020 (818) 376-2520

National Health Laboratories Inc. TOXWORX Laboratories, Inc.
5601 Oberlin Drive, Suite 100 6160 Variel Avenue
San Diego, California 92121 Woodland Hills, California 91367
(619) 455-1221 (818) 226-4373

National Toxicology Laboratories, Inc. UNILAB
1100 California Avenue 18408 Oxnard Street
Bakersfield, CA 93304 Tarzana, California 91356
(805) 322-4250 (818) 343-8191/800-492-0800

Nicols Institute Substance Abuse Testing
7470-A Mission Valley Road
San Diego, California 92108-4406
(619) 686-3200/800-446-4728

PharmChem Laboratories, Inc.
1505-A O'Brien Drive
Menlo Park, California 94025
(415) 328-6200/800-446-5177

Poisonlab, Inc.
7272 Clairemont Mesa Road
San Diego, California 92111
(619) 279-2600/800-882-7272

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

The Governing Board maintains a drug and alcohol-free workplace to ensure that District-provided transportation is safe for students, staff, and the public. The Superintendent or designee shall establish a drug and alcohol testing program for all District drivers and other employees who hold a commercial driver's license which is necessary to perform duties related to their employment with the District. Employees who drive vehicles which require the possession of a commercial driver's license to operate, including school bus drivers, are subject to federal law and regulations requiring a drug and alcohol testing program.

The District's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers.

The Superintendent or designee shall contract for testing services and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.

No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician.

Any driver who tests positive for alcohol or drugs or who refuses to submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the District's collective bargaining agreement.

The Superintendent or designee shall ensure that each driver receives an explanation of the federal regulations and the District's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Legal Reference:

EDUCATION CODE

35160 Authority of Governing Boards

VEHICLE CODE

34500-344520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:
1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 49

31306 Alcohol and controlled substances testing
41501-41507 Transportation Employee Testing Act

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Procedures for Transportation Workplace Drug and
Alcohol Testing Programs
382.101-382.605 Controlled Substance and Alcohol Use and Testing;
especially
382.205 On-duty use
382.207 Pre-duty use
382.209 Use following an accident

Policy Adopted:
TUSD:

Management, Supervisory & Confidential

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS****A. Purpose and Scope**

To provide guidance and direction for administrative personnel regarding drug and alcohol testing for school bus drivers and other employees whose assigned duties require the operation of a commercial vehicle, **including any vehicle designed to transport 16 or more passengers**, as defined by Title 49 of the Code of Federal Regulations Section 382.107 or a “school transportation vehicle” as defined in Vehicle Code 34520.3. This includes casual, intermittent or occasional drivers as well as full-time, regularly employed drivers.

The Superintendent or designee shall contract for collection and testing services and shall ensure that testing procedures and facilities used for the tests conform with the requirements of the Code of Federal Regulations, Title 49, Part 40.

B. GeneralNotice

1. Before drug and alcohol tests are performed pursuant to the 49 CFR 382, the District shall inform drivers that the tests are required by these regulations.

The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within 60 calendar days of being notified of the disposition of his/her employment application.

All drivers subject to this policy and regulation shall be individually notified, in advance and in writing, that they are subject to “reasonable suspicion”, “post-accident”, “random”, “return to duty” and “follow-up” testing for controlled substances and alcohol while employed by the District.

The District shall notify a driver of the results of random, reasonable suspicion and post-accident drug tests if the test results are verified positive. The district shall also tell the driver which controlled substance(s) were verified as positive.

2. All drivers subject to this policy and regulation shall receive educational materials on alcohol misuse and controlled substance use (**Code of Federal**

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Regulations, Title 49, Part 382), together with a copy of the District's policy and regulations for meeting these requirements. Representatives of employee organizations shall be notified of the availability of this information. The information shall identify all of the following:

- a. The person designated by the District to answer drivers' questions about the materials.
- b. The categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382.
- c. Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382.
- d. Specific information concerning driver conduct that is prohibited by Part 382.
- e. The circumstances under which a driver will be tested for drugs and/or alcohol under Part 382.
- f. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results and ensure that test results are attributed to the correct driver.
- g. The requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382.
- h. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences.
- i. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation and treatment.
- j. The consequences for drivers found to have an alcohol concentration of .02 or greater but less than .04.
- k. The effects of drugs and alcohol on an individual's health, work and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program and/or referral to management.

Management, Supervisory & Confidential

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

- I. **Other legal requirements, District policies and disciplinary consequences related to the use of alcohol and drugs.**

In addition,

- a. all stewards at the drivers' work locations shall receive the same training provided to supervisors for reasonable suspicion determinations.
 - b. all drivers shall be notified of the right to have a union representative present throughout the questioning and testing by a Medical Review Officer. If the driver requests union representation, questioning and testing shall be suspended for a period not greater than two (2) hours, during which time a union representative will be made available.
3. If a driver is under the care of a licensed physician and taking a prescription medication that has a significant potential to affect or impair safety and performance of duties, the driver must notify the supervisor before beginning the work shift.

In addition, drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Drivers using such a substance may continue to perform safety-sensitive functions only if the physician has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle.

4. Each driver shall sign a statement certifying that he/she has received a copy of the materials under B1. and B2. above.
5. Suggestions or concerns relating to this policy and regulation should be directed to the Associate Superintendent for Human Resources or the Assistant Superintendent for Business Services.

C. Forms Used and Additional References

District forms available through Human Resources Division.

Management, Supervisory & Confidential

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

D. Procedure

Pre-Employment Tests

Tests for controlled substances and alcohol shall normally be conducted before the first time a driver performs any safety-sensitive function for the District.

Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work until he/she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; and performing driver requirements related to accidents. (49 CFR 382.107, 395.2)

The tests shall be required of an applicant only after he/she has been offered a position subject to this policy and regulation.

Exceptions may be made for drivers who have had the alcohol test required by law within the previous six months and participated in the drug testing program required by law within the previous 30 days, provided that the District has been able to make all verifications required by law. (49 CFR 382.301)

Pre-employment testing shall also be required of employees returning to work after a layoff period if the employee was removed from the random testing pool. If the employee remains in the random testing pool, additional testing shall not be necessary. (49 CFR 382.301)

Reasonable Suspicion Testing

An alcohol or drug test shall be conducted if a supervisor or district official trained in accordance with law has reasonable suspicion that a driver has violated the district's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances. (49 CFR 382.307)

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the district shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours. (49 CFR 382.307)

A supervisor or district official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier. (49 CFR 382.307)

The Superintendent or designee shall ensure that an employee under reasonable suspicion is transported to the designated collection or testing site.

- ~~1. A reasonable suspicion test will be based upon a trained supervisor's conclusion, as a result of examining all of the pertinent facts, that prohibited controlled substance or alcohol use may have contributed to or caused a critical incident, or may limit an employee's capacity to function in a safety sensitive position. (The term supervisor shall include all supervisory and managerial staff members as defined in the Educational~~

~~Employment Relations Act, Government Code Section 3540 et seq.) A reasonable suspicion test must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. For suspicion of alcohol or controlled substance use, the observations may also include indications of chronic and withdrawal effects.~~

- ~~2. The observations must be made by a supervisor who has received a total of three (3) hours training in identifying indicators of probable alcohol misuse and in identifying indicators of probable controlled substance use. Training shall be conducted by a substance abuse professional.~~

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

- ~~3. If the reasonable suspicion observations are made by the immediate supervisor of the driver, they must be confirmed by the direct observation of another supervisor similarly trained.~~
- ~~4. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during or just after the driver's performance of a safety-sensitive duty.~~
- ~~5. Drivers for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending receipt of initial test results.~~
- ~~6. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered.~~
 - ~~a. If the test is not given within two hours following the reasonable suspicion determination, the District shall prepare and maintain on file a statement of the reasons the test was not promptly administered.~~
 - ~~b. If requested by the driver, a copy of this statement shall be provided to the driver within a reasonable period of time.~~
 - ~~c. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.~~
- ~~7. A written record of the reasonable suspicion observations for use of controlled substances, dated and signed by all supervisors making the observations, must be made within 24 hours or before the result of the controlled substance test(s) are released, whichever is earlier. If requested by the driver, a copy of this record will be given to the driver within a reasonable period of time.~~
- ~~8. No supervisor who makes the reasonable suspicion observations can conduct the test or participate in the collection or chain of custody of any specimen for testing.~~

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Return-To Duty Tests

A controlled substance or alcohol test shall be conducted whenever a driver who has violated the district's controlled substance or alcohol prohibition returns to performing safety-sensitive duties. (49 CFR 382.309)

1. Employees whose conduct involved controlled substances cannot return to duty in a safety-sensitive function until the return-to duty controlled substance test produces a verified negative result. (49 CFR 382.605)
2. Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a verified result that meets federal and District standards.

Follow-up Tests

A driver who violates the district's controlled substance or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a controlled substance or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law.

Follow-up alcohol testing shall be conducted just before, during, or just after the time when the driver is performing safety-sensitive functions. (49 CFR 382.311)

Post-Accident Testing

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

1. **Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life. (49 CFR 382.303)**
2. **Who receives a citation under state or local law for a moving traffic violation arising from the accident. (49 CFR 382.303)**
3. *Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved a serious medical injury.*
4. *Whose performance cannot be excluded as a contributing factor based on information available at the time of the accident.*

Management, Supervisory & Confidential

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention. (49 CFR 382.303)

No such driver shall use alcohol for eight hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

If an alcohol test is not administered within two hours of the accident or if a drug test is not administered within 32 hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests shall not be given if not administered within eight hours after the accident for alcohol or within 32 hours for drugs. (49 CFR 382.303)

Tests conducted by authorized federal, state or local officials shall fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations. (49 CFR 382.303)

- ~~1. A post-accident test must be based upon an accident for which the driver received a citation for a moving traffic violation or where there was a loss of human life, serious injury and/or significant property damage.~~
- ~~2. No post-accident test for alcohol will be given more than eight hours after the accident. No post-accident test for controlled substances will be given more than 32 hours after the accident. No such driver shall use alcohol or any controlled substance for eight hours after the accident or until after he or she undergoes a post-accident alcohol/controlled substance test, whichever occurs first.~~
- ~~3. All drivers shall be given necessary post-accident information, procedures and instructions by the District.~~

Random Testing

Alcohol and drug tests shall be conducted on a random basis at unannounced times throughout the year. The number of random alcohol and drug tests shall be at least equal to those required by federal regulations. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time selections are made. Tests for alcohol shall be conducted just before, during or just after the performance of safety-sensitive functions. (49 CFR 382.305)

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

Employees off work due to leaves, vacation and layoffs shall be informed that they remain subject to random testing. Employees drawn for such testing shall be notified and tested as soon as practicable after they return to duty.

1. ~~Unless required by a State or Federal agency, drivers shall be randomly tested as follows:~~
 - a. ~~The number of random alcohol tests annually must equal at least 25% of the average number of driver positions and not greater than one driver more than 25%.~~
 - b. ~~The number of random drug tests annually must equal at least 50% of the average number of driver positions and not greater than one driver more than 50%.~~
 - c. ~~These rates, which are required by Federal regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (See 49 CFR 382.305, (a).)~~
2. ~~The pool of persons subject to random testing shall include all school bus drivers and other employees whose assigned duties require the operation of a commercial vehicle as defined by Title 49 of the Code of Federal Regulations Section 382.107 during the month when the random selection occurs. Employees will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.~~
3. ~~The selection of drivers for random testing must be solely by chance utilizing a random number table of a computer-based random number generator matched with social security numbers.~~
4. ~~The dates for random tests shall be unannounced and spread reasonably throughout the year. Each driver in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the driver was previously tested that year.~~

Management, Supervisory & Confidential

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**Testing Procedures

All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In addition:

1. The immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.
2. All testing shall be conducted in a private setting and, in the case of testing, no direct observation of a driver's urination by a collection site person is permitted except for the reasons stated in Title 49 of the Code of Federal Regulations Section 40.25, (e), and then only by a same gender collection site person who is not employed by the District.
3. The testing laboratory for controlled substance testing must be a laboratory certified for such testing by the U.S. Department of Health and Human Services. A split sample test requested by a driver shall be conducted at a different certified laboratory than the one which conducted the initial test(s).
 - a. Any tests that do not comply with the requirements of paragraph (3) above shall be treated as negative tests.
 - b. A split sample test shall be paid for by the employee. If the test is negative, the District shall reimburse the employee for the cost of the test.

Note: The District will select the Laboratory. The District will formulate a procedure to address any complaints which surface regarding the laboratory. If the District determines that any complaint received from CSEA has validity, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Laboratory is warranted.

4. A refusal to submit to an alcohol or controlled substance test means that a driver:
 - a. fails to provide adequate breath for alcohol testing without a valid medical explanation after he/she has received notice of the requirements for breath testing in accordance with the provisions of the District's policy; or

Management, Supervisory & Confidential

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

- b. fails to provide an adequate urine sample for testing without a genuine inability to provide a specimen (as determined by a medical evaluation) after he/she has received notice of the requirements for urine testing in accordance with the provisions of the District's policy; or
 - c. engages in conduct that clearly obstructs the testing process.
- 5. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the District to have refused to submit to testing. This shall not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 6. The consequences of a driver's refusal to submit to an alcohol or controlled substance test required under post-accident, random reasonable suspicion or follow-up testing will be that the District will prohibit the driver from performing or continuing to perform safety-sensitive functions. During the period the driver is prohibited from performing or continuing to perform safety-sensitive functions, he/she will not receive pay.
- 7. If a driver refuses to submit to controlled substance or alcohol testing, that driver shall be subject disciplinary action in accordance with the District/CSEA collective bargaining agreement.

Positive Tests

- 1. A positive test for alcohol must be either (1) a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.01 grams of alcohol per 210 liters of breath or greater; or (2) any other test authorized by Title 49 of the Code of Federal Regulations. Such a test is positive even if that concentration is caused by prescribed medication.
- 2. The medical review officer will determine if a confirmation test for controlled substance is positive in accordance with Title 49 of the Code of Federal Regulations, part 40, by using a gas chromatography/mass spectrometry technique.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

3. No positive test for controlled substances or alcohol, conducted pursuant to this Side Letter, shall be reported to the District until:

a. For alcohol and controlled substances:

The medical review officer has made all reasonable efforts to contact the driver (and documented them), on a confidential basis, and attempted to give the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence.

b. For controlled substances:

1) The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different laboratory, certified by the Department of Health and Human Services;

2) The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.

4. If the medical review officer concludes that there is a legitimate medical explanation for the positive test, such as prescription or over-the-counter medication, or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the District as a negative test.

5. The medical review officer shall be a licensed physician with (1) special knowledge of substance abuse disorders, (2) appropriate medical training to interpret and evaluate an individual's confirmed positive test, and (3) knowledge of the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the District.

Note: The District will select the Medical Review Officer. The District will formulate a procedure to address any complaints which surface regarding the Medical Review Officer. If the District determines that any complaint received from CSEA has validity, and if requested by CSEA, the District will meet with CSEA to evaluate whether a change of Medical Review Officer is warranted.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

6. The cut-off levels in this section are those required by Federal regulation.
 - a. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 CFR 40.29, (f).)
 - b. On the date of this Side Letter, the most relevant cut-off levels are:
 1. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
 2. 150 ng/ml of cocaine metabolite;
 3. 300 ng/ml of opiate metabolite;
 4. 25 ng/ml of phencyclidine; or
 5. 500 ng/ml of amphetamine or methamphetamine.

Effects of a Positive Test

1. Any driver who tests positive under the testing procedures (random, post accident, reasonable suspicion, return to duty and follow-up tests) will:
 - a. if the positive test is an alcohol test showing an alcohol concentration of 0.01 or greater, but less than 0.04, be placed on unpaid administrative leave for 24 hours or, at the option of the District be assigned to duties that are not safety sensitive for the same time period. Additional discipline will be based upon an assessment of all relevant factors.
 - b. if the positive test is .04 or greater for alcohol, or positive for any controlled substances, they be subject to disciplinary action in accordance with the District/CSEA collective bargaining agreement.
2. In addition, drivers will also be subject to discipline if:
 - a. they refuse to submit to a test authorized by this policy and regulation;
 - b. they fail to complete rehabilitation recommended by the substance abuse professional which has been approved by the District; or
 - c. they subsequently tests positive for alcohol and/or for controlled substances after a return to duty test following completion of rehabilitation.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

3. A permanent driver is entitled to all due process rights pursuant to the District/CSEA collective bargaining agreement. A probationary driver, as a continuing part of the selection process, is subject to immediate termination.
4. Subject to the disciplinary provisions of the collective bargaining agreement, the driver shall be evaluated by a substance abuse professional, who shall determine what assistance, if any, is needed to resolve alcohol or controlled substance problems. Any assistance sought by the employee shall be paid for entirety by the employee.
5. With respect to all positive tests, nothing shall prohibit the District from taking adverse personnel actions in accordance with its authority independent from that conferred by 49 CFR part 382 which are consistent with other policies of the District.

Miscellaneous

1. Drivers will receive their regular pay for time required to take tests specified in this policy and regulation. The District will pay for these tests.
2. The parties agree to treat all test results as confidential medical records.

E. Reports Required

1. All records identified pursuant to 49 CFR 382.401 and 382.403 that the district must keep for varying periods of time.
2. Statements signed by Bus Drivers or other employees who are assigned duties requiring operation of commercial vehicles indicating that they have received copies of this policy and regulation.

F. Record Retention

1. All records identified pursuant to 49 CFR 382.401 and 382.403 that the district must keep for varying periods of time.
2. Statements signed by Bus Drivers or other employees who are assigned duties requiring operation of commercial vehicles indicating that they have received copies of this policy and regulation.

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS
DRIVERS/COMMERCIAL VEHICLE DRIVERS**

3. Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver. (49 CFR 382.405)

G. Responsible Administrative Unit

Human Resources
Business Services

H. Approved By
The Administrator of the Division.

Regulation Adopted: Revised:
TUSD: 1/98

List of Laboratories in California and Nevada that have been approved for Urine Drug Testing by the Department of Health and Human Services

Associated Pathologists Laboratories, Inc.
4230 So. Burnham Ave., Suite 250
Las Vegas, Nevada 89119-5412
(702) 733-7866

Sierra Nevada Laboratories, Inc.
888 Willow Street
Reno, Nevada 89502
(800) 648-5472

Centinela Hospital Airport Toxicology Laboratory
9601 So. Sepulveda Blvd.
Los Angeles, California 90045
(310) 215-6020

SmithKline Beecham Clinical Laboratories
7600 Tyrone Avenue
Van Nuys, California 91045
(818) 376-2520

National Health Laboratories Inc.
5601 Oberlin Drive, Suite 100
San Diego, California 92121
(619) 455-1221

TOXWORX Laboratories, Inc.
6160 Variel Avenue
Woodland Hills, California 91367
(818) 226-4373

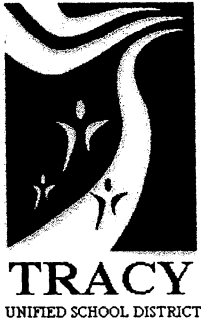
National Toxicology Laboratories, Inc.
1100 California Avenue
Bakersfield, CA 93304
(805) 322-4250

UNILAB
18408 Oxnard Street
Tarzana, California 91356
(818) 343-8191/800-492-0800

Nicols Institute Substance Abuse Testing
7470-A Mission Valley Road
San Diego, California 92108-4406
(619) 686-3200/800-446-4728

PharmChem Laboratories, Inc.
1505-A O'Brien Drive
Menlo Park, California 94025
(415) 328-6200/800-446-5177

Poisonlab, Inc.
7272 Clairemont Mesa Road
San Diego, California 92111
(619) 279-2600/800-882-7272



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *JM*
DATE: January 9, 2007
SUBJECT: Approve Revised Job Description for Special Education Accounts Secretary

BACKGROUND: The Special Education Department has experienced growth in student enrollment and administration in recent years. The job description for the Special Education Accounts Secretary needs to be revised to more accurately reflect the responsibilities of the position.

RATIONALE: The Special Education Department has recently taken on the responsibilities of Home Hospital. The new job description will include all additional duties related to Home Hospital and fully support the student and administrative growth.

STRATEGIC GOAL: #7 Educational Leadership

RECOMMENDATION: Approve Revised Job Description for Special Education Accounts Secretary

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources.

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Special Education Accounts Secretary

DEPARTMENT: Special Education District Office

POSITION SUMMARY: Under the general direction of the Director of Special Education, performs complex work in the keeping of financial or statistical records and general clerical functions.

ESSENTIAL FUNCTIONS:

1. Manages GATE & Special Education department budgets, prepares purchase requisitions, timesheets, conference/travel requests, and budget transfers for regular and extended year.
2. Analyzes accounts and compares to Financial Reports.
3. Assists Director of Special Education with budget development.
4. Assists teachers with purchase requisitions/budget problems.
5. ~~Maintains Special Education and GATE class lists, add new students, deletes students who move or drop. Distributes class lists and data sheets to teachers.~~
6. **Assists in management of Home Hospital assignments.**
7. Compiles and submits District, County, State, and Federal reports.
8. Updates and maintains ~~SELPA Manager~~ CASEMIS database program.
9. Answers and routes incoming telephone calls and assists walk in visitors.
10. Answers questions regarding Special Education and GATE activities, policies & programs.
11. Performs a wide variety of clerical duties for the Director of Special Education, **Program Specialists**, School Psychologists, Special Education teachers, Language, Speech and Hearing Specialists, and GATE teachers.
12. Helps supervise clerical work of assistants.
13. Performs related duties as assigned.

EDUCATION AND EXPERIENCE: Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. Two years of experience in budget management desired.

SKILLS AND QUALIFICATIONS:

1. Methods and practices of financial record keeping.
2. Knowledge of School District programs and procedures relating to the Special Education office; County, State and Federal regulations pertaining to Special Education and GATE.
3. Knowledge of English usage, grammar, spelling, punctuation, vocabulary, and arithmetic.
4. Knowledge of basic computer skills and programs.
5. Ability to operate standard office equipment.
6. Ability to maintain cooperative working relationships with those contacted in the course of work.
7. Ability to perform responsible clerical work requiring independent judgement with speed and accuracy.

PHYSICAL REQUIREMENTS: Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment.
3. See and read a computer screen and printed matter with or without visual aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear at normal levels and on the telephone, with or without hearing aids.
6. Stand, walk, bend over, reach overhead, grasp, push, and move, lift and/or carry up to 25 pounds to waist height for short distances.

WORK ENVIRONMENT: Employees in this position will be required to work indoors in a standard office environment and come in contact with students, school site staff, District Office staff and the public.

SALARY: Classified Range 34

(pending board approval)



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Ed.D.
FROM: James Mousalimas, Assistant Superintendent
DATE: December 15, 2006
SUBJECT: Acknowledge Receipt of Tracy Substitute Teachers Organization Sunshine Proposal for the 2006-2007 School Year

Background: The contract between the Tracy Substitute Teachers Organization (TSTO) and the Tracy Unified School District expired on June 30, 2002. The TSTO is requesting to meet and negotiate with the District as stated in the attached letter.

Recommendation: Acknowledge Receipt of Tracy Substitute Teachers Organization Sunshine Proposal for the 2006-07 school year.

Prepared by: James Mousalimas

December 8, 2006

Mr. James Mousalimas
Assistant Superintendent of Human Resources
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95377

Re: Substitute Teachers' Contract Negotiations

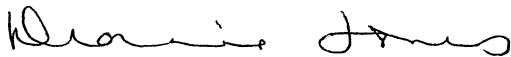
Dear Mr. Mousalimas,

This letter is to inform you that Katherine Galea, Nancy Veneer, and I would like to meet with the District to negotiate a salary increase for the substitute teachers in the Tracy Unified School District.

We are satisfied with the concept of a multi-tier pay scale, but would like to request a pay increase for substitute teachers who have taught more than 50 days (an increase for both full day and half day assignments) and for all tiers of the pay scale for teachers who work long-term assignments.

We look forward to hearing from you. I can be reached at (209) 833-9423 to schedule our meeting.

Sincerely,



Dianne Jones
Substitute Teacher

cc: Patty Furtado
Kathy Cowden



HUMAN RESOURCES MEMORANDUM

TO: Jim Franco, Superintendent

FROM: James Mousalimas, Assistant Superintendent for Human Resources *JM*

DATE: December 19, 2006

SUBJ: Approve the Tentative Agreement between California School Employees Association (CSEA) and Tracy Unified School District

BACKGROUND: The District has three different employee groups, which include the California School Employees Association (CSEA), the Tracy Educators Association (TEA), and the Tracy School Management Association (TSMA). A tentative agreement has been reached with the CSEA negotiating team, and the CSEA membership voted to approve this agreement on January 4, 2007. The following is a description of the settlement being proposed:

On December 7, 2006, a tentative agreement was reached with the California School Employees Association. The California School Employees Association (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement to the following changes in the Master Agreement:

2006-2007:

5.5% increase on the salary schedule. The salary increase will be retroactive to July 1, 2006. It is the intent of the District that classified positions will not be eliminated during the 2006-07 school year, unless **unforeseen** circumstances arise, including but not limited to, state-wide mid-year budget cuts.

2007-2008

The compensation package for 2007-08 will increase according to the % increase to the Funded Base Revenue Limit. TUSD/CSEA will meet to finalize the distribution of the increase once the Governor approves the state budget.

For the term of this 2006-2007 and 2007-2008 contract agreement, CSEA shall have a "me too" clause regarding increases in compensation, i.e., salary and benefits costs. If any other recognized exclusive bargaining unit in the Tracy Unified School District obtains an increase in total compensation including salary and capitation for health insurance funding greater than that provided in this Agreement to CSEA, CSEA members shall then additionally receive the

difference between the percentage called for in this Tentative Agreement and the greater percentage provided to another unit. If any other recognized exclusive bargaining unit within the Tracy Unified School District obtains an increase in the level of total compensation including salary and the capitation for health insurance funding, CSEA's total compensation shall be adjusted to the same level.

The following major requirements were implemented with the adoption of AB 2756 in 2004, and supplement reporting requirements already in place from AB 1200 which was implemented in 1992 and which governs reporting of labor agreement settlements:

Government Code 3547.5(a) Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.

(b) The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall be prepared in a format similar to that of the reports required pursuant to Sections 42130 and 42131 of the Education Code and shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term.

(c) If a school district does not adopt all of the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the county superintendent of schools shall issue a qualified or negative certification for the district on the next interim report pursuant to Section 42131 of the Education Code.

Government Code 3540.2. (d) A school district shall provide the county superintendent of schools, upon request, with all information relevant to provide an understanding of the financial impact of any final collective bargaining agreement reached pursuant to Section 3543.2.

This agenda item serves as the public meeting at which the major provisions of this agreement between TUSD and CSEA are disclosed. A comprehensive document prescribed by the San Joaquin County Office of Education will be posted and shared with the Board and the public. This document will include a certification document signed by the superintendent of the school district and the chief business official, on which they have certified in writing that the costs incurred by the agreement can be met by the District during the term of the agreement. No revisions to the current year budget are required to meet the current and subsequent fiscal year impacts of this agreement. Consequently, no budget revisions will be required within the 45 day limit prescribed by law. Subsequent agreements will likely have an impact and may require revisions.

The forms will be made available to the public and the San Joaquin County Office of Education at least one working day prior to the public meeting and prior to the date the Governing Board will be asked to take action on the proposed bargaining agreement.

After the Governing Board has taken action on the proposed agreement, the forms must be resubmitted to the County Office of Education with actual information and the Board President's or Clerk's signature. Any revisions made to the agreement, which are not a part of the original documents initially submitted to the County Office, must be clearly indicated.

This agenda item meets strategic goal #7, Educational Leadership

RECOMMENDATION: Approve the Tentative Agreement between California School Employees Association (CSEA) and Tracy Unified School District

PREPARED BY: James Mousalimas and Casey Goodall

