

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, SEPTEMBER 14, 2010

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

**TIME: 5:15 PM Closed Session
7:00 PM Open Session**

A G E N D A

1. **Call to Order**
2. **Roll Call – Establish Quorum**
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, B. Swenson, J. Vaughn.
Staff: J. Franco, C. Goodall, S. Harrison and B. Etcheverry.
3. **Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.**
 - 3.1 **Administrative and Business Services:**
 - 3.1.1 Conference with Legal Counsel
 - Existing Litigation (G.C. 54956.9(a))
 - Borges v. Tracy Unified School District
 - 3.2 **Educational Services:**
 - 3.2.1 High School Intra-District Appeal #10201379
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
 - 3.2.2 Finding of Fact #10-11/3, 4, 6
 - 3.2.3 Application for Reinstatement AR#09-10/73, 74, 75, 76, 77, 78
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
 - 3.2.4 Application for Enrollment #09-10/1
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
 - 3.2.5 Waiver of Expulsion #10-11/1
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
 - 3.2.6 Early Graduation WHS #1020999 and WHS #10213014
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
 - 3.2.7 PE Exemption FRE #10204936
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain___.
 - 3.3 **Human Resources:**
 - 3.3.1 Public Employee Evaluation
Title: Superintendent

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: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken on High School Intra-District Appeal #10201379

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

6b Action Taken on Finding of Fact #10-11/3, 4, 6

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

6c Report Out of Action Taken on Application for Reinstatement AR#09-10/73, 74, 75, 76, 77, 78

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

6d Report Out of Action Taken on Application for Enrollment #09-10/1

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

6e Report Out of Action Taken on Waiver of Expulsion #10-11/1

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

6f Report Out of Action Taken on Early Graduation WHS #1020999 and WHS #10213014

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

6g Report Out of Action Taken on PE Exemption FRE #10204936

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

7. Approve Regular Minutes of August 24, 2010.

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

1-6

8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Recognize and Congratulate Alexis Diaz for Having her Poem Selected as One of the Ten Best Poems in the US and Canada and Published in the "A Celebration of Poets" Anthology

9.2 Recognize and Congratulate Brandon Suarez, Irene Hernandez, Izaak Valadez, Alondra Villa and Susana Vera for Participating in the CTA Cesar E. Chavez Memorial Education Awards Program. Special Recognition for Susana Vera, One of the Winners in the Pre-K – Kinder Category.

9.3 Jacobson Elementary School Site Update on Achievements & Activities

9.4 Central Elementary 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 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 here, and staff will assist you.
- 11. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
- 11.1 Administrative & Business Services:**
- 11.1.1** Receive Report on CSBA Dues 7
- 11.2 Educational Services:**
- 11.2.1** Receive Report on the Accountability Progress Report (APR) for 2009-10 8
- 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** Authorize Associate Superintendent for Business Services to Enter into a Contract to Provide On-Site Day Care at Designated School Sites Beginning in the 2010/2011 School Year 9-15
- 13.1.2** Approve Revolving Cash Fund Reports for August, 2010 16-17
- 13.1.3** Approve Monthly Budget Adjustment Report for August, 2010 18-22
- 13.1.4** Approve Accounts Payable Warrants Report for July, 2010 23
(Separate Cover Item)
- 13.1.5** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 24-25
- 13.1.6** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District 26-27

13.2	Educational Services:	Pg. No.
13.2.1	Approve Agreement for Special Contract Services for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School to Attend an Overnight Field Trip at the San Francisco Maritime National Historic Park on November 17-18, 2010	28-31
13.2.2	Approve Agreement for Special Contract Services for Boys & Girls Club of Tracy for the 2010-11 School Year	32-34
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	35-37
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	38-39
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Approve the Unaudited Statement of Receipts and Expenditures for the 2009-2010 Fiscal Year (Separate Cover Item)	40
Action:	Motion___; Second___ . Vote: Yes ___; No___; Absent___; Abstain___.	
14.1.2	Adopt Resolution No. 10-04 Clarifying the Primary and Secondary Purpose and Functions of the Tracy Unified School District, and Discerning Core Services from Supplemental Services	41-60
Action:	Motion___; Second___ . Vote: Yes ___; No___; Absent___; Abstain___.	
14.1.3	Approve and Appoint Screening Committee for West High Gym	61
Action:	Motion___; Second___ . Vote: Yes ___; No___; Absent___; Abstain___.	
14.2	Educational Services:	
14.2.1	Acknowledge Administrative Regulation 5129, Bullying/Harassment (1st reading, Intent to Adopt)	62-73
Action:	Motion___; Second___ . Vote: Yes ___; No___; Absent___; Abstain___.	
14.2.2	Adopt Resolution No. 10-03 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for 2010-2011, and to Authorize Designated Personnel to Sign Contract	74-80
Action:	Motion___; Second___ . Vote: Yes ___; No___; Absent___; Abstain___.	
14.3	Human Resources:	
14.3.1	Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School Before and After School for the 2010-2011 School Year	81-83
Action:	Motion___; Second___ . Vote: Yes ___; No___; Absent___; Abstain___.	
14.3.2	Approve Revised Job Description for Coordinator of Health Services	84-87
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 September 28, 2010
 - 17.2 October 12, 2010
 - 17.3 October 26, 2010
 - 17.4 November 9, 2010
 - 17.5 December 14, 2010
18. **Upcoming Events:**

18.1	November 11-12, 2010	No School, Veterans' Day
18.2	October 25, 2010	No School, Parent Conferences
18.3	November 22-26, 2010	No School, Thanksgiving Week
18.4	December 20-31, 2010	No School, Winter 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, August 24, 2010**

- 5:30 PM:** President Swenson called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, B. Swenson, J. Vaughn.
Absent: K. Lewis
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:08 PM:** President Swenson called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Report Out of Action Taken on Application for Reinstatement AR#09-10/63, 64, 65, 66, 67, 68, 69, 70, 71, 72
Action: Denied: #66, 67; Approved: #63, 64, 65, 68, 69, 70, 71, 72
Vote: Yes-5; No-0; Absent-2(Crandall, Lewis)
- 6b** Report Out of Action Taken on Consider Application for Enrollment #09-10/8, 9
Action: **Vote:** Yes-5; No-0; Absent-2(Crandall, Lewis)
- 6c** Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-717, Pursuant to Article XX
Action: Approved. **Vote:** Yes-5; No-0; Absent-2(Crandall, Lewis)
- 6d** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-140, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-5; No-0; Absent-2(Crandall, Lewis)
- Employees Present:** C. Minter, N. Kettner, J. Cardoza, R. James, B. Carter, C. Anderson-Woo, P. Hall, A. Conteniente, W. Huffman
- Press:** J. Hirsch (Tracy Press)
- Visitors Present:** W. Schneider, R. Yerian, K. Huynh, D. Coletto, D & A. Nicholson, L. Villalovoz
- Minutes:** **Approve Regular Minutes of August 10, 2010.**
Action: Guzman, Crandall. **Vote:** Yes-6; No-0; Absent (Lewis)
- Student Rep Reports:** None.
- Recognition & Presentations:**
- 9.1** Recognize Former West High Students Kim Huynh, Dennis Coletto and Czarina Calayan for being named AP Scholars
- Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized Kim Huynh, Dennis Coletto & Czarina Calayan (unable to attend), for earning the title of national AP scholars. They took and passed 8 or more exams with a score of 4 or 5. Kim will be attending Stanford in the Fall and Dennis will be going to Santa Clara. AP Director, Robert James, congratulated the students and noted that less than 2% of the students in the nation

are able to accomplish this.

Hearing of Delegations

Teacher, Wes Huffman, spoke about CST scores. He is interested in knowing how students scored that have attended Tracy Unified since Kindergarten compared to students who have transferred in at a higher grade.

Information & Discussion Items:

11.1 Administrative & Business Services:

11.1.1 Receive Report on CSBA Membership

Dr. Franco reported information regarding California School Boards Association (CSBA). The following Districts have participated as members of CSBA as of last year: Escalon, Jefferson, Lammersville, Linden, Lodi, New Hope, Oak View Union, Ripon, San Joaquin County Office of Education and Stockton. Districts who have not participated include Banta, Lincoln, New Jerusalem, Manteca and Tracy Unified, have not paid dues this year, but have in the previous years.

The County met with the CBOs and they encouraged districts to participate. CSBA had a financial disaster earlier this year. CSBA keeps up-to-date information on their web site and sponsors Gamut Online, which is a policy service that is paid for separately (\$3500 annually). They offer a variety of seminars including the Masters in Governance program, which is a training class for board members. They also help with lobbying on educational issues. Their conferences are designed to provide training skills and keep you up-to-date on current information and legislation. They also have helpful information on the budget development process. This year the executive director was removed for utilizing the CSBA credit card at gambling casinos.

Trustee Guzman commented that when you pay that much to executives, you would like to see what they doing and where they are headed. He would like to know more about their plans for this year.

Trustee Swenson commented that there is a lot of information on their website. They were not transparent with what their salaries were. In 2008, the CEO earned \$516,517; and in 2009, he took a \$150,000 pay cut.

Trustee Guzman commented that there are other executives below him earning over \$100,000.

Trustee Swenson would like more information on executive pay at a future meeting. Our rep is Cindy Marx of Modesto City Schools. She voted "no" on the pay salary package. Evelyn Moore is a Board Member in Manteca, who also voted no.

11.2 Educational Services:

11.2.1 Receive Report on the District's STAR Results for the 2009-10 School

Year

This item was moved down on the agenda.

Assistant Superintendent, Dr. Sheila Harrison and Director, Carol Anderson-Woo, gave a power point presentation on test scores. There has been a general increase in our students' achievement scores. The news is good but there is still work to do.

Plans for improvement to continue focus on increasing the deployment to ensure implementation is thorough. There will be further support of the K-7 and Algebra adoption by reviewing available resources with a focus on intervention for struggling learners. The Algebra Task Force will monitor student progress by program type and to better deploy best practices in the teaching of Algebra. There will be more emphasis on CST blueprints, quarterly monitoring of student progress, focus on meeting instruction needs of students, continued implementation of Data Teams, Instructional Tours, continued staff development, analysis of data and revision of school plans and continued focus on continuous improvement with a district coach.

They plan to be back at the September 14th Board meeting to share further results.

Trustee Gouveia would like to see a district with similar demographics to compare with ours, such as Manteca.

Trustee Vaughn would like the parents to be able to look at the website to see the scores. Jessica will put a link from our public website to the California Department of Education.

Public Hearing: 12.1 **Administrative & Business Services:** None.

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

13.1 Administrative & Business Services:

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

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

13.1.3 Approve Revolving Cash Fund Reports for July, 2010

13.1.4 Approve Monthly Budget Adjustment Report for July, 2010

13.1.5 Approve Accounts Payable Warrants Report for July, 2010
(Separate Cover Item)

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

13.2 Educational Services:

- 13.2.1 Approve Service Agreement for Vinewood Center for Children and Families to Provide a Primary Intervention Program (PIP) for South/West Park School Students for 2010-2011 School Year
- 13.2.2 Approve Service Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling Services
- 13.2.3 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2010-2011 School Year
- 13.3 **Human Resources:**
 - 13.3.1 Approve Classified, Certificated and/or Management Employment
 - 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

Action Items:

- 14.1 **Administrative & Business Services:**
 - 14.1.1 Approve "Don Nicholson Stadium" as the Name for the Kimball High School Stadium

Ron Yerian spoke on behalf of approximately 125 community members who pledge their support to naming the stadium after Don Nicholson. There are numerous records showing the success of his teams and his efforts as an athletic director over the past 50 years. There is no one with more integrity.

Coach Wayne Schneider worked with Don for over 30 years. He is a great individual. Don was the Sophomore coach and athletic director and head of the PE department. He was a great leader and did a great job. There is not a better person for the stadium. As the Sophomore coach, he had 10 undefeated seasons. Don was also involved in the recreation department and taught kids how to swim also. He has had a great impact in our community.

Associate Superintendent, Dr. Casey Goodall, chaired the facility naming committee. He and Sam Matthews were non-voting members but shared information with the committee. The committee consisted of Kimball High Principal, Cheryl Domenichelli, ASB President, Abby Santora, and community member, Louis Villalovoz. There were 10 recommended names and Don Nicholson was by far the highest. After discussions were held about all of the names, the committee felt that in naming a sports facility, it should be after someone who made a contribution to youth sports in Tracy and Don Nicholson was clearly the front runner.

Trustee Guzman felt this would be a great choice. Growing up in Tracy, Don was always a figure at Tracy High. His father also coached at Tracy and Don was the athletic director at that time. He has great respect for him. He remembers his football teams were always undefeated. Don has been a great figure in the community. He was also a part of baseball. He remembers as a child that Don would let

him go out and practice. He feels that this is a very good choice.

Trustee Vaughn has not met Don, but has heard many great stories on the great impact he has made. He has met his son, who helped fixed his ankle.

Trustee Crandall had a son who wrestled for West High. He remembers the time that Mr. Nicholson was at a tournament and he came over and gave some pointers to him. That is integrity.

Trustee Costa feels this is a great choice.

Trustee Gouveia worked with Mr. Nicholson at Tracy High and saw his endeavors with young people in various sports. He worked for him as a soccer coach when he was athletic director. He was very supportive and has great integrity.

Trustee Swenson agrees with everyone. Don's management of the financial accounts at one time showed a balance of \$50,000. He is honest, thoughtful, humble, kind, and a gifted biology teacher. He had an eye to play the best athletics, never play favorites, and he is very deserving to have this stadium named after him.

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

Mr. Nicholson addressed the Board. It is an honor to have Kimball's Stadium named after him. His grandson is a Freshman and on the football team at Kimball High and he will be the first one to play in that stadium. He appreciates this very much.

Dr. Franco commented that he worked with Mr. Nicholson during the time that Tracy High and West High were split. There was a lot of discussion about who was playing on which team and boundaries. As principal, Dr. Franco received a call that there were two students on the Tracy High team that lived in the West High area. Don took care of that situation right away and he was very ethical.

Dr. Goodall commented that the Board's policy on naming facilities may need to be reviewed and see if changes should be made. The committee talked about building history at each school. The thought was to wait 5 years before naming the field so that Kimball High could develop a history. Dr. Kimball was proud to have his name associated with Mr. Nicholson.

14.1.2 Approve 2010-11 High School Associated Student Body Budgets

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

14.1.3 Approve Purchase of a Computerized Routing Program and Purchase of Three Additional Special Education Buses

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

14.2 Educational Services: None.

14.2.1 Adopt Resolution No. 10-02 Supporting the National Red Ribbon Celebration Campaign

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

14.2.2 Approve Contract with Richard C. MacIntyre, PhD., RN, FAAN, of the Sacramento Regional Learning Center, Samuel Merritt University, School of Nursing

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

14.3 Human Resources:

14.3.1 Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for 2010-2011 Season

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

Board Reports:

Trustee Guzman passed. Trustee Vaughn passed. Trustee Crandall attended the Chamber/TUSD Mixer. It was a nice welcome. He also thanked HR for hiring such impressive teachers. Trustee Costa attended the Welcome Back at Kimball High. It was very well done; especially the video that the Kimball students put together. Trustee Gouveia hosted a group of organizations to save education. He also attended the Welcome Back Kick Off. It was nice to see all the talent. He also attended the mixer. He will not be able to attend the next board meeting. Trustee Swenson passed.

Superintendent Report:

Dr. Franco thanked Carol and Sheila for the great testing report. It clearly shows that we are making growth and moving in the right direction. He thanked all the staff that worked with the kids to make that happen. He thanked Jill and Walter for attending the Kick Off. The video that Kimball High put together was very good. Kopal Jhalani performed a cultural dance; Israel Gomez played guitar, and Rhiannon Archbold sang the National Anthem. The keynote speaker was former student, Joe Poni. He gave a wonderful speech. He welcomed Sheila back. She has been putting in long hours. Nancy Link at Central is back on a part-time basis. He thanked Nancy Kettner for filling-in in HR and Linda Dopp went to Central to cover Nancy Link. He was moved by our high performing students and believes you can get anywhere from here.

8:32 p.m.

Clerk

Date



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: September 9, 2010
SUBJECT: Receive Report on CSBA Dues

BACKGROUND: Tracy Unified School District is a member of the California School Board Association (CSBA) and pays approximately \$14,000.00 in annual dues each year. The California School Boards Association is a collaborative group of virtually all of the state's more than 1,000 school districts and county offices of education. It brings together school governing boards and their districts and county offices on behalf of California's children. CSBA is a member-driven association that supports the governance team — school board members, superintendents and senior administrative staff — in its complex leadership role. CSBA develops, communicates and advocates the perspective of California school districts and county offices of education.

RATIONALE: Over the last several months, legal issues and concerns regarding CSBA's leadership, finances and structure have arisen. At the August 24th Board meeting, the TUSD Board reviewed what this membership provides to the District. Discuss whether or not to authorize administration to pay their annual dues and continue this partnership.

FUNDING: N/A

RECOMMENDATION: Receive Report on CSBA Dues.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services & Human Resources
DATE: September 3, 2010
SUBJECT: Receive Report on the Accountability Progress Report (APR) for 2009-10.

BACKGROUND: On September 9, the California Department of Education released the Accountability Progress Report (APR) for 2009-10. The APR includes the state accountability system, Academic Performance Index (API), and the federal accountability measure of Adequate Yearly Progress (AYP).

RATIONALE: The report includes information on district and individual school site scores on the API and AYP from testing that occurred during the 2009-10 school year. An update on the Program Improvement status of the district and school sites will be included. The report will also include information on the Title III Accountability for English Learners (AMAOs – Annual Measureable Achievement Objectives). The report outlines a number of district initiatives in place to improve student achievement K-12, with emphasis on targeting our at-risk student groups. This supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment, and research-based instruction that ensures that all student meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: No funds are involved.

RECOMMENDATION: Receive Report on the Accountability Progress Report (APR) for 2009-10

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 30, 2010
SUBJECT: Authorize Associate Superintendent for Business Services to enter into a contract to provide On-site Day Care at Designated School Sites beginning in the 2010/2011 School Year.

BACKGROUND: In response to childcare needs, the district entered into an agreement in 1999 with Continuing Development Incorporated (CDI) to provide onsite daycare at select schools. This arrangement has successfully provided needed services to parents while and the relationship with the vendor has been very positive.

George Kelly School, North School, Villalovoz School, Hirsch School, Jacobson School and Freiler School have existing daycare facilities from the current provider, Continuing Development Incorporated (or CDI).

RATIONALE: In response to continued parental demand for on-site full day child care, the district would like to continue the agreement for the six schools mentioned above and for any additional schools that may be added in the next five years.

FUNDING: No cost.

RECOMMENDATION: Authorize Associate Superintendent for Business Services to enter into a contract to provide On-site Day Care at Designated School Sites beginning in the 2010/2011 School Year.

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



Contract No: 2010-1-C
Eff. 9-15-2010 to 6-30-2015
Page 1 of 6
Supplier: Continuing Development Incorporated
Project: Extended Day/Student Care

ACCEPTANCE SHALL BE INDICATED BY
SIGNING AND RETURNING DUPLICATE TO:

Continuing Development Incorporated
4340 Stevens Creek Blvd.
San Jose, CA 95129

Tracy Unified School District
MM&O Office
1875 W. Lowell Avenue
Tracy, CA 95376
Attn.: Bob Corsaro

This is an agreement between the Tracy Joint Unified School District (hereinafter referred to as District) and Continuing Development Incorporated (hereinafter referred to as CDI) relating to use of District real property for child care programs.

It is agreed between the parties as follows:

License to Use Land – District shall grant CDI a license to use seven modular structures on District property; one at: Villalovoz Elementary School, 1550 Cypress Drive; Freiler School, 2421 W. Lowell Avenue, Hirsch Elementary School, 1280 Dove Dr., Kelly School, 535 Mable Josephine Dr, South Elementary School, 501 Mount Oso Rd., and two (2) structures at: Jacobson Elementary School, 1750 West Kavanagh Ave., Tracy, CA.

The buildings will be used to provide child care services Monday through Friday, 6:00 a.m. to 6:30 p.m., a twelve month schedule, with occasional evening/weekend use for program-related purposes. CDI shall use the District-approved and Division of State Architect (DSA) approved structure.

Term and Option – The license shall terminate on June 30, 2015, 60 days prior to this date, the District will notify CDI of any intention to renew the contract. If this event occurs, CDI would then have 60 days to submit a new proposal for continuance.

Renewal of Contract

Initial Renewal Contract Term: September 15, 2010 through June 30, 2015.

Pursuant to approval by the District's Board of Education, it is anticipated the contract renewal shall be for five (5) years.

The District shall provide the Contractor with sixty (60) days notice of its intent to renew. Any renewal shall be on the same terms and conditions as the original agreement except for any authorized price adjustments.

Installation – CDI shall pay for all costs of the installation of the portable buildings, including any site preparation charges and connection of utilities. The placement of the building shall be per the site plans referenced under Exhibit 1 and 2.

Compliance with Law – Any portable buildings installed by CDI on District property shall meet all applicable structural, safety, health, equipment, and related conditions as applicable to child care and after-school care facilities. Additionally, CDI agrees to conform to all laws, orders, permits or any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the premises throughout the entire term of this Agreement and any extensions thereof. CDI will provide copies of all permits and annual inspection records to the District.

Utilities – CDI is to provide for its own metered electric service and shall reimburse District monthly. All costs associated with water, garbage, and trash disposal related to the portable buildings shall be provided and paid for by CDI. CDI shall provide its own telephone service and shall be responsible for custodial and maintenance service. The district reserves the right to request documentation regarding any of the above mentioned information at any time or for any reason.

Maintenance – CDI agrees to perform daily custodial maintenance and repair work as may be necessary to the grounds and classroom to maintain them to mutually acceptable standards.

Major Maintenance – Major maintenance of the grounds shall be at the District's expense. Maintenance for the purposes of repair or replacement due to negligence or malicious mischief shall be at CDI's expense. District shall provide maintenance services and charge CDI for such repairs unless mutually agreed that CDI can provide repairs acceptable to District.

Access to Facilities – CDI officers, agents, employees, licensees, clients, and invitees shall have all rights of ingress and egress to and from the above facilities over such other portions of District's property as District deems necessary for the use of the facilities.

Use of Other District Facilities – District agrees that CDI may make reasonable use of outdoor playground equipment and playground areas at ~~Villalovez Elementary School and Freiler~~ each school which are subject to approval by the principals of each site respectively. Such use shall not interfere with normal school operations or the traditional use of the playground equipment and playground areas by community youth sports groups. District also agrees to distribute publicity material to all children in the schools that is reasonably required by CDI in order to help insure maximum enrollment.

Playground Equipment and Playground Area Enhancements – CDI agrees to work with District before making any changes to the existing playground equipment and playground areas at ~~Villalobos and Freiler Schools~~. District reserves the right to modify, change, or cancel part or whole of the plans.

Damage to Premises – CDI shall pay District for the repair or replacement of any property or facilities of District which shall be lost, damaged, or stolen as the result of CDI's use of District's premises, with the exception of normal wear and tear to premises.

Trade Fixtures – CDI agrees that any trade fixture installed upon the exterior of any structure located on District property shall be subject to prior approval by the District.

Insurance – CDI shall at its own cost and expense maintain and keep in force during the term of the Agreement comprehensive broad form general public liability insurance against all claims and liability for personal injury, death, or property insurance arising out of the use of buildings and property of the District. Such insurance shall provide coverage in a single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence with an aggregate limit of Three Million Dollars (\$3,000,000.00). Said insurance shall name the District, its officers and employees, as additional insured. The policy or policies shall prove that the insurance thus afforded District shall be excess and shall not be called upon to contribute until limits of the policy or policies procured by CDI are exhausted. A certificate of such insurance shall be delivered to the District within thirty (30) days of the execution of this Agreement and shall provide that District shall be notified in writing no less than thirty (30) days in advance of cancellations of said insurance. In addition, CDI shall provide Workers' Compensation Insurance as required by the State of California.

Hold Harmless – CDI shall hold the District, its officers, agents, and employees harmless against any and all expense and liability, including attorney's fees and costs, for damage to property or injury or death of any person or persons in connection with or arising out of CDI's activities, use of occupancy of the buildings specified in this Agreement or any act of negligence of CDI, its agents or employees on or about the buildings.

Time of the Essence – Time is hereby expressly declared to be the essence and all the covenants, agreements, conditions, and obligations herein contained.

CDI shall execute the Work in a prompt, diligent and workmanlike manner

Liquidated Damages – If the work is not completed in accordance with the paragraph above, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85 it is agreed that CDI shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the District as provided under clause Extension of Time – Liquidated Damages.

Extension of Time – Liquidated Damages – CDI shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of CDI, including but not restricted to: Acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it, or acts of another contractor in performance of a contract (other than this Contract) with District, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather or delays of subcontractors due to such causes. A ten (10) year average of the normal seasonal rainfall for the Tracy area, as determined by the National Weather Service, and any resulting “drying out” time shall not be considered reason for a time extension. If CDI files for an extension in time due to excessive moisture content of the soil, the claim shall be made within three (3) working days of the discovery. The Owner’s soils engineer shall determine the level of moisture content allowable for the work to proceed based on the type of work underway and the type of soils. An extension of time may be granted by the Owner only for portions or areas of the work adversely affected by the excessive moisture. The balance of the work shall proceed. CDI shall also notify the Owner when conditions appear to be adequately dry so that the moisture content can be tested to determine the length of the extension time. CDI shall, within seven (7) calendar days of the beginning of any such delay (other than situation stated above and unless District grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District’s findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected.

Covenants and Agreements – CDI and District hereby further covenant and agree to keep and perform and be bound by the covenants and agreements hereinbefore set forth to be kept and performed by them respectively.

Early Termination of Agreement – Both parties agree that either may terminate this Agreement by providing written notice to the other party six (6) months in advance of the proposed termination date. District retains the right to terminate the Agreement should CDI be in default of any provision of the Agreement. District agrees that in the event of default, District shall provide written notice to CDI regarding the area of concern, identify the particular section of the Agreement District believes to have been violated, and allow CDI thirty (30) days to correct the violation. Should the violation not be corrected to the satisfaction of the District, then the District will file a written notice of default including a thirty (30) day notice of termination.

Default – The occurrence of any of the following shall constitute a default by CDI:

- a. Failure to pay administrative fee when due; if CDI fails to pay the administrative fee due under the clause **Administrative Fee** on or before the fifteenth (15th) of each quarterly month.
- b. Abandonment and vacation of the premises (failure to occupy and operate the premises for fifteen (15) consecutive days shall be deemed an abandonment and vacation).
- c. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to CDI.

If CDI commits a default, District shall have the right to terminate this Agreement pursuant to clause **Early Termination of Agreement**, in addition to any and all remedies allowed by law, including those remedies provided by California Civil Code Section 19512.

Restoration of Premises – Upon termination of this Agreement, including any extensions thereof, CDI agrees to remove the additional portable buildings and to restore the premises to the conditions as they existed prior to installation. District reserves the right to amend or discontinue sections of the contract in part or whole. CDI must obtain written authorization from District's representative before proceeding. Written authorization can be in the form of a letter, memorandum, e-mail or fax.

Administrative Fee – A \$2,400.00 annual fee per site, totaling \$16,800.00 shall be provided to the District with equal quarterly payments of \$4,200.00 with the first payment being payable on the first calendar work day of the school year for administrative oversight and coordination with site administration.

All payments should reference the Agreement No. 2010-1-C and be mailed to the District's representative.

Representative – District's Representative is Bob Corsaro, Director of Risk Management, Environmental Compliance, Facility Use, and Energy Management, or such other persons as may be designated in writing by District from time to time. CDI's Representative is Roger Stafford, Director Facilities and Purchasing, or such other person as may be designated in writing by CDI from time to time.

Notices – Any notice or demand under the terms of this Agreement or under any statute must or may be given or made by CDI or District shall be in writing and shall be given or made by a letter, memorandum, e-mail or fax and addressed to the respective parties as follows:

To District: Tracy Unified School District
Attn: Bob Corsaro
1875 W. Lowell Avenue
Tracy, CA 95376
bcorsaro@tusd.net

To CDI: Continuing Development Incorporated
Attn: Roger Stafford
4340 Stevens Creek Blvd., Suite 260
San Jose, CA 95129
rstafford@cdicdc.org

Such notice or demand shall be deemed to have been given or made when sent by a letter, memorandum, e-mail or fax.

Entire Agreement – This Agreement constitutes the entire agreement between CDI and District relating to the subject matter hereof and shall not be modified or rescinded in any manner except by an amendment executed by both parties. Other than as expressly provided herein, both CDI and District agree that no prior or contemporaneous oral representations form a part of their agreement. Additional or different terms inserted in this Agreement by CDI, or deletions thereto, whether by alterations, addenda, or otherwise, shall be of no force and effect, unless expressly consented to by District in writing. Estimates and forecasts furnished by District shall not constitute commitments. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures:

TRACY JOINT UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

CONTINUING DEVELOPMENT INCORPORATED

By: _____

Date: _____



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *CG* Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: September 1, 2010
SUBJECT: Approve Revolving Cash Fund Reports (August, 2010)

BACKGROUND: Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (August, 2010).

Prepared by: S. Reed Call, Director of Financial Services


TUSD 2011
REVOLVING CASH FUND
August 2010

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
8/4/2010	8549	EMILIO OR MARIA MANZO	REFUND BOOK FINE	
			01-0000-0-1110-1000-4100-600-2603	-75.00
TOTAL				-75.00
8/16/2010	8550	CALIFORNIA HIGHWAY PATROL	P.O. 110678 FEES	
			01-7230-0-1110-3600-4300-800-9702	-57.00
TOTAL				-57.00
8/24/2010	8551	KINDER'S MEATS DELI BBQ	P.O. 110501 8/24/10 BOARD MEETING	
			01-0000-0-0000-7150-4300-800-1001	-103.26
TOTAL				-103.26



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM:  Dr. Casey Goodall, Assoc. Superintendent for Business Services
DATE: September 1, 2010
SUBJECT: Approve Monthly Budget Adjustment Report-August, 2010

BACKGROUND: Each month the Financial Services Department submits a Budget Adjustment Report summarizing changes of amounts in object codes.

RATIONALE: These monthly reports include estimated revenues, expenditures, adjustments, and transfers and facilitate timely monitoring of the budget.

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

Prepared by: S. Reed Call, Director of Financial Services

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	08/01/2010	BUDGET	08/31/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,296,574.95	48,296,574.95	-769,933.97	47,526,640.98
	1200	CERT PUPIL SUPPORT SALARIES	2,818,448.00	2,818,448.00	.00	2,818,448.00
	1300	CERT SUPRVSRs' & ADMINS' SAL	4,548,564.00	4,548,564.00	.00	4,548,564.00
	1900	OTHER CERTIFICATED SALARIES	734,371.00	734,371.00	96,314.00	830,685.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,350,930.00	3,350,930.00	57,924.00	3,408,854.00
	2200	CLASSIFIED SUPPORT SALARIES	6,419,151.00	6,419,151.00	12,392.00	6,431,543.00
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,411,587.00	1,411,587.00	62,251.00	1,473,838.00
	2400	CLERICAL & OFFICE SALARIES	4,061,546.00	4,061,546.00	39,435.82	4,100,981.82
	2900	OTHER CLASSIFIED SALARIES	448,963.00	448,963.00	410.00	449,373.00
	3101	STRs ON 1000 SALARIES	4,592,181.79	4,592,181.79	-55,573.25	4,536,608.54
	3201	PERS ON 1000 SALARIES	67,876.00	67,876.00	.00	67,876.00
	3202	PERS ON 2000 SALARIES	1,434,358.00	1,434,358.00	15,530.92	1,449,888.92
	3311	OASDI ON 1000 SALARIES	39,445.00	39,445.00	.00	39,445.00
	3312	OASDI ON 2000 SALARIES	789,542.00	789,542.00	8,926.81	798,468.81
	3321	FICA-MED ON 1000 SALARIES	732,962.00	732,962.00	-9,867.23	723,094.77
	3322	FICA-MED ON 2000 SALARIES	195,703.00	195,703.00	2,426.58	198,129.58
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	.00	.00	.00
	3332	ALTER. RETIREMENT ON 2000 SAL	29,191.00	29,191.00	1,010.00	30,201.00
	3411	HEALTH & WELFARE ON 1000 SALS	6,531,977.21	6,531,977.21	-102,104.00	6,429,873.21
	3412	HEALTH & WELFARE ON 2000 SALS	2,713,024.00	2,713,024.00	38,624.00	2,751,648.00
	3501	STATE UNEMPLOY ON 1000 SALARY	419,151.00	419,151.00	-4,844.14	414,306.86
	3502	STATE UNEMPLOY ON 2000 SALARY	112,988.00	112,988.00	1,252.25	114,240.25
	3601	WORKER'S COMP INS ON 1000 SAL	966,863.00	966,863.00	-11,183.32	955,679.68
	3602	WORKER'S COMP INS ON 2000 SAL	260,616.00	260,616.00	2,684.41	263,300.41
	3711	OPEB,ALLOCATED, CERTIFICATED	1,124,043.00	1,124,043.00	.00	1,124,043.00
	3712	OPEB,ALLOCATED, CLASSIFIED	723,173.00	723,173.00	.00	723,173.00
	3801	PERS REDUCTION ON 1000 SALARY	20,631.00	20,631.00	.00	20,631.00
	3802	PERS REDUCTION ON 2000 SALARY	233,355.00	233,355.00	4,897.00	238,252.00
	3931	GOLDEN HANDSHAKE CERTIFICATED	.00	.00	469,022.66	469,022.66
	3932	GOLDEN HANDSHAKE CLASSIFIED	.00	.00	163,406.55	163,406.55
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	400,000.00	350,000.00	6,065.00	356,065.00
	4200	BOOKS OTHER THAN TEXTBOOKS	161,573.00	142,073.00	2,373.00	144,446.00
	4300	MATERIALS & SUPPLIES	5,208,315.90	5,643,107.90	-352,429.00	5,290,678.90
	4400	NON-CAPITALIZED EQUIPMENT	241,417.00	240,917.00	19,400.00	260,317.00
	5200	TRAVEL & CONFERENCES	82,589.00	89,789.00	14,143.00	103,932.00
	5300	DUES & MEMBERSHIPS	38,525.00	38,525.00	7,779.00	46,304.00
	5450	OTHER INSURANCE	786,485.00	786,485.00	.00	786,485.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,905,522.00	3,907,022.00	400.00	3,907,422.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMNTS	684,506.00	688,406.00	1,912.00	690,318.00
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-50,000.00	-208.00	-50,208.00
	5800	OTHER SVCS & OPER EXPENDITURES	4,901,309.00	4,942,809.00	-578,253.21	4,364,555.79
	5900	INTERGOVERNMENTAL FEES	501,833.00	505,403.00	2,733.00	508,136.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	419,901.00	419,901.00	39,950.00	459,851.00
	6400	EQUIPMENT	500.00	500.00	.00	500.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00
	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	364,842.00	364,842.00	-1,372.00	363,470.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	08/01/2010	BUDGET	08/31/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-212,442.00	-212,442.00	.00	-212,442.00
	7438	DEBT SERVICE - INTEREST	6,978.00	6,978.00	-4,747.00	2,231.00
	7439	DEBT SERVICE - PRINCIPAL	148,244.00	148,682.00	-79,310.00	69,372.00
TOTAL EXPENSE			110,709,812.85	111,132,712.85	-898,562.12	110,234,150.73

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

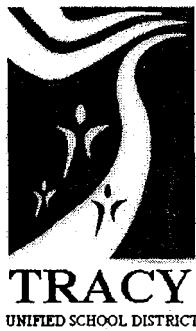
APPROVED		07/28/2010	08/01/2010	BUDGET	08/31/2010	
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	57,049,911.00	57,049,911.00	.00	57,049,911.00
	8021	HOME OWNERS EXEMPTION	277,105.00	277,105.00	.00	277,105.00
	8040	COUNTY & DISTRICT TAXES	16,681,977.00	16,681,977.00	.00	16,681,977.00
	8042	UNSECURED ROLL TAXES	1,393,726.00	1,393,726.00	.00	1,393,726.00
	8043	PRIOR YEARS' TAXES	21,778.00	21,778.00	.00	21,778.00
	8044	SUPPLEMENTAL TAXES	14,241.00	14,241.00	.00	14,241.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	2,438,203.00	2,438,203.00	.00	2,438,203.00
	8046	SERAF	4,679,359.00	4,679,359.00	.00	4,679,359.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	267,434.00	267,434.00	.00	267,434.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,414,186.00	-1,414,186.00	.00	-1,414,186.00
	8181	SP ED-ENTITLEMENT	2,398,902.00	2,398,902.00	.00	2,398,902.00
	8182	SP ED-DISCRETIONARY GRANTS	221,116.00	221,116.00	.00	221,116.00
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	92,921.00	92,921.00	-21,673.12	71,247.88
	8290	ALL OTHER FEDERAL REVENUES	2,823,471.00	2,823,471.00	32,749.00	2,856,220.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,589,156.00	2,589,156.00	.00	2,589,156.00
	8434	CLASS SIZE REDUCTION K-3	1,361,526.00	1,361,526.00	.00	1,361,526.00
	8560	STATE LOTTERY REVENUE	2,050,902.00	2,050,902.00	.00	2,050,902.00
	8590	ALL OTHER STATE REVENUES	6,052,672.00	6,052,672.00	81,000.00	6,133,672.00
	8660	INTEREST	50,000.00	50,000.00	.00	50,000.00
	8675	TRANSPORTATION FEES FROM INDIV	175,000.00	175,000.00	.00	175,000.00
	8677	INTERAGENCY SVCS FROM INDIV	926,026.00	926,026.00	.00	926,026.00
	8699	ALL OTHER LOCAL REVENUES	518,079.00	940,979.00	32,580.00	973,559.00
	8792	TRANS OF APPORTION FROM CO OFF	3,567,079.00	3,567,079.00	.00	3,567,079.00
	8919	OTH AUTH INTERFUND TRANS IN	550,800.00	550,800.00	.00	550,800.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			104,787,198.00	105,210,098.00	124,655.88	105,334,753.88

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	08/01/2010 REVISED BALANCE	ADJUSTMENTS	08/31/2010 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	-1,500,000.00	-1,500,000.00	.00	-1,500,000.00
	9790	UNDESIGNATED/UNAPPROPRIATED	7,001,800.47	7,001,800.47	-1,023,218.00	5,978,582.47
	9791	BEGINNING BALANCE	-2,942,299.38	-2,942,299.38	.00	-2,942,299.38
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	-1,936,985.47	-1,936,985.47	1,023,218.00	-913,767.47
	9799	K12 NET GAIN OR LOSS	.00	5,922,614.85	-1,023,218.00	4,899,396.85



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *CyG* Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: September 1, 2010
SUBJECT: Approve Accounts Payable Warrants (August, 2010)

BACKGROUND: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (August, 2010)

Prepared by: S. Reed Call, Director of Financial Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 6, 2010
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: San Joaquin County Office of Education (SJCOE)
Site: District wide
Item: Canine Services Consortium Agreement
Services: The SJCOE agrees to provide an independently certified explosive detection canine service trained to detect multiple odors used in explosive devices to the Participating Districts.
Cost: \$2,670.75
Project Funding: Unrestricted General Fund

B. Vendor: MCF
Site: District wide
Item: Medi-Cal Administrative Activities Service Agreement
Services: MCF will provide services to train district employees and assist in filing reimbursements under the United States Medicaid and California Medi-Cal programs.
Cost: \$45,000.00/maximum
Project Funding: Unrestricted General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *Casey Goodall* Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 3, 2010
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

1. Tracy Unified School District: From: Roebbelen Contracting, Inc. The donation is in the amount of \$1,000.00 (check #13294). This donation will be used to sponsor TUSD events coordinated through the Superintendent's Office.

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

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

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

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 14, 2010
SUBJECT: Approve Agreement for Special Contract Services for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School to Attend an Overnight Field Trip at the San Francisco Maritime National Historic Park on November 17 -18, 2010.

BACKGROUND: Maritime Programs is a private non-profit organization that operates through the San Francisco Maritime National Historic Park. Their goal is to provide thoughtful, compelling and accurate maritime education programs for the children of California, through an experience that will mirror the life of a 1906 sailor.

The maritime program strives to increase an awareness of San Francisco and California history, and to introduce to the participants the similarities and differences between their lives and those of the historic sailors. Through this learning they help children better understand the continuum of history so that they will see themselves as a part of history, not as an observer.

The program moves from the traditional classroom setting to an overnight stay on a real tall ship. Throughout the entire experience, emphasis is placed on building self-esteem, a sense of responsibility, respect and cooperative learning skills. These are skills not just useful in the classroom, but skills that will be useful for their entire lives. There will be approximately 32 students attending. Mrs. Pearlman and 6 parents will chaperone. All chaperones are cleared through the District to work with children. The trip takes place November 17-18, 2010.

RATIONALE: This program meets the California State History Social Science framework standards numbers 4.3.2, 4.3.3, and 4.4.2- 4.4.5 for fourth grade. The Maritime program also supports the District's character education program, as the pillars of character are emphasized throughout. This supports District Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: There is no cost to the District. Total not to exceed \$3,104.00. Cost paid by the Hirsch Parent Staff Association, (HPSA). The cost is \$106.00 per student. Students will have the opportunity to pay for their trip through the participation in a cookie dough fundraiser. Over the past eleven years 70% of the students have funded their trip, in its entirety, through this fundraiser. Students still needing financial assistance after the fundraiser will be able to participate in the trip. The teacher has applied for financial aid from the Maritime Park. No substitute costs are incurred to the school, as the teacher will attend with her class. Transportation is applied for through the District and charter buses are used. Transportation is expected to cost \$1652.00 for the class, this cost is covered by the cookie dough sales and parent contributions.

RECOMMENDATION: Approve Agreement for Special Contract Services for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School to Attend an Overnight Field Trip at the San Francisco Maritime National Historic Park on November 17 -18, 2010.

Prepared by: Jon Fine, Principal, Wanda Hirsch Elementary School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Francisco Maritime Association, 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: San Francisco Maritime National Historic Park will provide an overnight field trip experience for Mrs. Pearlman's fourth grade students at Hirsch Elementary School on November 17-18, 2010.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Two (Days) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location San Francisco Hyde Street Pier.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. Hirsch Parent Staff Association, (HPSA) shall pay **\$3,104** per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 3,104. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; [**X**] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [] **MONTHLY PROGRESS BASIS**, [**X**] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on **November 17, 2010** and shall terminate on November 18, 2010.
5. This agreement may be terminated at any time during the term by either party upon 90 day's written notice.
6. Contractor shall contact the District's designee, Rechelle Pearlman at (209)-830-3312 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

Casey Goodall

Tracy Unified School District

August 10, 2010

Date

Teacher

Title

Hirsch Parent Staff Association (HPSA)

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: ~~SA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: August 23, 2010
SUBJECT: Approve Agreement for Special Contract Services for Boys & Girls Club of Tracy for the 2010-11 School Year.

BACKGROUND: The Boys & Girl Club of Tracy has been providing after school services in the community at school sites for 20 years. North Side Tracy is identified as an area of need due to juvenile activities associated with unauthorized groups. North School was awarded After School Education and Safety (ASES) and 21st Century Community Learning Centers (CCLC) grants. For the last two years, the Boys & Girls Club has been operating an after school program at North School. Due to the success of the program, we wish to continue our association with the Boys & Girls Club at North School as they can provide after school services the regular school program can not.

RATIONALE: While attending the Mayor's Youth Council, students made it clear they want after school activities and they want them on school campus. Bullying and gang pressures keep students from speaking out and excelling in school as well as impacting school attendance. We must first provide a safe environment where students can learn so that they can discover and develop their full potential. Additional school site supervision personnel are vital to maintaining safety. School activities such as Spirit Club, Science Olympiad, and Student Council offer opportunities for students to contribute and expand their horizons. Our partnership with the Boys and Girls Club and Second Step with Tracy Mental Health provides vital options and services for our students. Budget permitting, we will provide the funding necessary to support our after school program and site supervision to achieve our academic and safety goals. This supports Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: Not to exceed \$30,000. Paid from Categorical Funds – Site Title 1, \$15,000.00 and EIA, \$15,000.00

RECOMMENDATION: Approve Agreement for Special Contract Services for Boys & Girls Club of Tracy for the 2010-11 School Year.

Prepared by: Mr. Frederick Medina, Principal, North School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Boys & Girls Club of Tracy, 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:

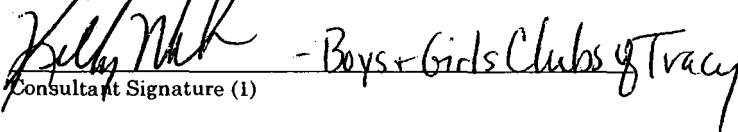
1. Contractor shall perform the following duties: Manage and Operate North School's After School Program
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \$30,000 (N/A) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location North School, 2875 Holly Drive, Tracy Ca 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 30,000 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ _____. 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 \$ N/A 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 October 1, 2010, and shall terminate on May 27, 2011.
5. This agreement may be terminated at any time during the term by either party upon N/A day's written notice.
6. Contractor shall contact the District's designee, Frederick Medina at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:


Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

August 23, 2010

Date

Title

Executive Director

Title

01-3010-0-1110-1000-5800-350-3504 \$15,000.00
01-7090-0-1110-1000-5800-350-3504 \$15,000.00
Account Number to be Charged

753 W. Lowell Ave

Address

Department/Site Approval

Tracy, CA 95376

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.



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *AS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services &
Human Resources
DATE: September 3, 2010
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Ban, Chinda

Demidzic, Haris

Garcia, Rocio

Jimenez, Megan

Laveroni, Taylor

CERTIFICATED

Kindergarten AM (Temporary)
Freiler School
Class IV, Step 4, "B"
\$43,668.28
Funding: General Fund

PE (Replacement)
North School
Class V, Step 4, "B"
\$47,392.88
Funding: General Fund

Bilingual Kindergarten (Temporary)
South/West Park
Class IV, Step 5, "B"
\$45,188.56
Funding: Categorical

Kindergarten AM (Temporary)
McKinley School
Class V, Step 4, "B"
\$45,188.56
Funding: Categorical

Social Science 80% (Replacement)
Tracy High School
Class I, Step 1, "A"
\$32,331.92
Funding: General Fund

Nielsen, Heather

Kindergarten AM (Temporary)
Bohn Elementary
Class VI, Step 5, "B"
\$48,683.25
Funding: General Fund

Rosales, Desi

Kindergarten (Temporary)
Central School
Class V, Step 5, "B"
\$46,761.32
Funding: Categorical

Webb, Justine

Kindergarten (Temporary)
Villalovoz School
Class IV, Step 11, "B"
\$55,484.48
Funding: Categorical

BACKGROUND:

Gregory, Kia

CLASSIFIED

K-8 Library Technician (Replacement)
McKinley Elementary School
Range 30, Step A - \$14.37 per hour
20 hours per week
Funding: State Lottery

Henderson, Shelby

Para Educator I (Mathematics) (New)
Tracy High School
Teacher Apprentice Program through the
SJ County Office of Education
Range 24, Step A - \$12.51 per hour
10 hours per week
Funding: Block Grant

Munoz, Sandra

Para Educator I (New)
Kimball High School
*Filled by current TUSD employee
Range 24, Step C - \$13.73 per hour
3 hours per day
Funding: EIA

Reyes, Lourdes

Food Service Worker (New)
Universal Breakfast Program
South/West Park
*Filled by current TUSD employee
Range 22, Step C - \$13.11 per hour
3 hours per day
Funding: Child Nutrition-School Program

Vogel, Maria

Food Service Worker (New)
Breakfast Program
Hirsch Elementary
*Filled by current TUSD employee
Range 22, Step E - \$14.37 per hour
1 hour per day
Funding: Child Nutrition – School Program

Zaragoza-Hernandez, Sandra

Food Service Worker (New)
Universal Breakfast Program
South/West Park
*Filled by current TUSD employee
Range 22, Step E - \$14.37 per hour
2 hours per day
Funding: Child Nutrition – School Program

BACKGROUND:

Thornton, Stephen

COACHES/ATHLETIC DIRECTOR

Athletic Director
Kimball High School
Total Stipend: \$22,097.99

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: September 3, 2010
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

NAME/TITLE

SITE

CERTIFICATED RESIGNATION

EFFECTIVE DATE

REASON

Afan, Kristina
PE Teacher

North

06/30/10

Personal

BACKGROUND:

NAME/TITLE

SITE

CLASSIFIED RESIGNATION

EFFECTIVE DATE

REASON

Abreu, Palmira
Utility Person II

DEC

09/06/2010

Accepted Full-time Utility
position at KHS

Burke, Mary
Food Service Worker

WHS

08/27/2010

Personal

Fisher, Kristi
School Supervision Assist.

Poet

09/03/2010

Personal

Koochof, Edrin
Food Service Worker

KHS

08/12/2010

Accepted new FSW position

Pellatt, Michelle
Food Service Worker

George Kelly 08/12/2010

Accepted Food Service
positions at KHS & S/WP

Ramirez-Osorio, Rosa Food Service Worker	S/WP	08/13/2010	Personal
Sarale, Olivia Food Service Worker Breakfast & lunch	George Kelly/ MVMS	08/11/2010	Accepted 5 hour Food Service position at MVMS
Vogel, Maria Food Service Worker	North	08/10/2010	Accepted breakfast position at Hirsch Elementary

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Cgx Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 2, 2010
SUBJECT: Approve the Unaudited Statement of Receipts and Expenditures for the 2009-2010 Fiscal Year

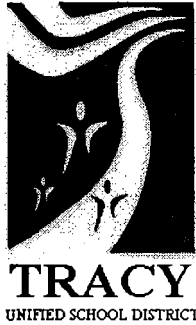
BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes an increased beginning balance for the 2010-11 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2009-2010 Fiscal Year

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: June 9, 2010
SUBJECT: **Adopt Resolution No. 10-04 Clarifying the Primary and Secondary Purpose and Functions of the Tracy Unified School District, and Discerning Core Services from Supplemental Services**

BACKGROUND: A school district may use categorical or restricted funds to supplement and, to the extent practical, increase the level of funds that would, in the absence of these funds, be made available from non-categorical or unrestricted funds for the education of students identified as the recipient of the categorical funds, and categorical or restricted funds are generally targeted to benefit categories of students generally identified as at risk of not meeting challenging State academic achievement standards. However, in no case may categorical funds be used to supplant, that is to say, "take the place of," funds from non-categorical sources.

Determination of compliance with the supplement not supplant requirement shall be based on a determination of what services to students a district would have provided in the absence of categorical funds, and said determination about supplanting is difficult and case specific. Indeed, no general guidelines exist outside a set of presumptions or predictions by the state of what the district would have provided in the absence of categorical funds, and these presumptions are refutable if the district can demonstrate that it would not have been able to provide the services in question without categorical funds. Categorical funds may also be used where the services are mandated by State law.

RATIONALE: In June of 2010, the Board approved Resolution 09-43 Clarifying the Primary and Secondary Purpose and Functions of the Tracy Unified School District, and Discerning Core Services from Supplemental Services. Since that time, further clarifying concepts have been identified and incorporated into the attached resolution. Additions are identified as italicized, bold, and underlined comments. Deletions are identified by strikeout.

In differentiating supplemental services versus core services which may not be supplanted, it is important the district maintain good fiscal records and other documentation that will permit an auditor or program monitor to conclude that they have overcome a presumption that supplanting has occurred.

Tracy Unified School District has experienced dramatic reductions to unrestricted and restricted funds during the 2003-04 school year, the 2004-05, the 2008-09, and the 2009-10 school years, and now even more severe reductions are anticipated for the 2010-11 school year.

Whereas, the primary purpose of the Tracy Unified School District is to deliver high quality and effective curriculum and instruction to our students, and whereas effective assessment is essential to guide quality instruction, and the ability of Tracy Unified School District to perform the core functions necessary to address these primary purposes is threatened by reduced funding, the attached resolution clarifies supplementary expenditures from core expenditures.

FUNDING: There is no cost to adopt this resolution.

RECOMMENDATION: Adopt Resolution No. 10-04 Clarifying the Primary and Secondary Purpose and Functions of the Tracy Unified School District, and Discerning Core Services from Supplemental Services.

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



TRACY
UNIFIED SCHOOL DISTRICT

**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 10-04**

**CLARIFYING THE PRIMARY AND SECONDARY
PURPOSES AND FUNCTIONS OF THE
TRACY UNIFIED SCHOOL DISTRICT, AND DISCERNING
CORE SERVICES FROM SUPPLEMENTAL SERVICES**

WHEREAS, a school district may use categorical or restricted funds to supplement and, to the extent practical, increase the level of funds that would, in the absence of these funds, be made available from non-categorical or unrestricted funds for the education of students identified as the recipient of the categorical funds, and¹

WHEREAS, categorical or restricted funds are generally targeted to benefit categories of students generally identified as at risk of not meeting challenging State academic achievement standards, and

WHEREAS, in no case may categorical funds be used to supplant, that is to say, "take the place of," funds from non-categorical sources, and

WHEREAS, determination of compliance with the supplement not supplant requirement shall be based on a determination of what services to students a district would have provided in the absence of categorical funds, and

WHEREAS, said determination about supplanting is difficult and case specific. Indeed, no general guidelines exist outside a set of presumptions or predictions by the state of what the district would have provided in the absence of categorical funds, and

WHEREAS, these presumptions are refutable if the district can demonstrate that it would not have been able to provide the services in question without categorical funds, and

WHEREAS, *in some very specific cases*, categorical funds may also be used where the services are mandated by State law, and

WHEREAS, in differentiating supplemental services versus core services which may not be supplanted, it is important the district maintain good fiscal records and other documentation that will permit an auditor or program monitor to conclude that they have overcome a presumption that supplanting has occurred, and

¹ www.cde.ca.gov/sp/sw/rt/swpfaq.asp#quest19

WHEREAS, Tracy Unified School District has experienced dramatic reductions to unrestricted and restricted funds during the 2003-04 school year, the 2004-05, the 2008-09, and the 2009-10 school years, and now even more severe reductions are anticipated for the 2010-11 school year, and

WHEREAS, the primary purpose of the Tracy Unified School District is to deliver high quality and effective curriculum and instruction to our students, and whereas effective assessment is essential to guide quality instruction, and

WHEREAS, the ability of Tracy Unified School District to perform the core functions necessary to address these primary purposes is threatened by reduced funding, and

WHEREAS, subordinate to the primary functions of providing quality and effective curriculum, instruction, and assessment, is a set of secondary purposes or support functions, affirmed in Appendix A, which are identified from a number of documents, including labor contracts, and state and federal law...

NOW THEREFORE, let it be proclaimed that the primary and secondary core functions described above, and in Appendix A, are the only explicitly stated services which would have been provided without the supplemental support of categorical funds. All other services, including those explicitly stated in District goals and Key Performance Measures, are supplemental to these core purposes of Tracy Unified School District.

Resolved this 22ND day of June, 2010, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

Clerk
Board of Education
Tracy Unified School District

Appendix A

Secondary Parameters, Purposes, or Support Functions of the Tracy Unified School District

The following excerpts from different documents describe district costs (or services which result in costs) associated with core educational services. This document is not intended to replace the source documents, only to organize a description of core costs into one appendix.

Work Year/Instructional Minutes

All school agencies operating on a traditional calendar must offer 180 days of instruction or an equivalent number of minutes (Education Code Sections 41420 and 37670) and schools operating on a year-round calendar must offer at least 163 days of instruction (Education Code Section 37670). *[Note: because of the California state budget crisis, the legislature temporarily allows school districts to reduce the number of school days to 175, with a consequent reduction of instructional minutes.]*

The following table sets forth the annual instructional minute requirements by grade level for the longer day program.

Grade Level	Minimum Annual Instructional Minutes
Kindergarten	36,000
Grades 1-3	50,400
Grades 4-8	54,000
Grades 9-12	64,800

Staff development time may not be counted as instructional time.

Staff development conducted outside the minimum annual instructional minutes shall be considered supplemental to the core educational services of the district. Hence, staff development conducted prior to the first day of school, or after conclusion of the scheduled instructional minutes of a school day, including early release Mondays, is a supplementary educational service and may be funded from categorical funds. In particular Professional Development Block Grant Funds may be used to fund this staff development so long as it meets the following requirements:

Instructional Time and Staff Development Reform. The purpose of this program is to enhance staff development opportunities for classroom personnel, kindergarten through grade twelve. The focus is to be on instructional methods, including teaching strategies, classroom management, and other training designed to improve pupil performance, conflict resolution, intolerance and hatred prevention, and academic content in the core curriculum areas.

Teaching as a Priority. The purpose of this program is to provide funding to local educational agencies to recruit and retain fully credentialed teachers in high-priority schools, which are schools that are ranked in deciles one through five on the Academic Performance Index. Eligible expenditures include but are not limited to signing bonuses, improved work conditions, teacher compensation, housing subsidies, and expenditures to defray the cost of examinations or course work leading to certificates to teach English learners (CLAD and BCLAD certificates).

Intersegmental Programs. These include the College Readiness Program and the Comprehensive Teacher Education Institute. The purposes of the Intersegmental Programs are not established in statute. The goal of the College Readiness Program is to increase the enrollment and completion of Algebra I by all eighth grade students. The goal of a Comprehensive Teacher Education Institute is to develop, research, and disseminate innovative models of teacher preparation and induction for teacher candidates. The overall objective is to develop high-quality teachers who are able to effectively serve students and enhance student achievement in kindergarten and grades one through twelve.

Class Size/Teacher Aide Time/Preps:

According to Education Code Sections 41376 and 41378 any district with class sizes above the following is subject to a loss in revenue limit funding:

Kindergarten: Average class sizes may not exceed 31 students, and no class may have more than 33 students

Grades 1, 2, and 3: Average class sizes may not exceed 30 students, and no class may have more than 32 students

Grades 4 through 8: Average class sizes may not exceed 29.9, or the district's 1964 average class sizes, whichever is higher. [The 1964 average class size was 33.3]

While Tracy Unified School District is strictly limited by the education code constraints listed above, the Master Agreement Between Tracy Unified School District and Tracy Educators Association further limits class sizes. However, TEA Article 12.E. states:

The District maintains the right to exceed class size limits. When the District exceeds class size limits, [...] specific procedures] shall apply.

TEA Article 12.C The District will not exceed a maximum class size of thirty two (32) students for K-8 academic classes, thirty-five (35) students in 9-12 academic classes, sixty four (64) students for grades 4-5 P.E/Music, forty six (46) students for 6-8 grade P.E. classes, forty five (45) students for 9-12 grade P.E. classes and 64 students in PE classes at K-8 schools.

TEA Article 12.B K-8 physical education instructors shall be allowed one period of teacher aide time per day for every three (3) students by which the unit

member's average class size exceeds thirty (30) students determined by September 30th each year, up to the maximum number of periods the unit member teachers each day.

TEA Article 12.D The maximum class size for Band, Choir and Orchestra shall be determined by the principal after reviewing the classroom space capacity with the unit member. However, the student class size limits for these classes/programs shall not exceed the number specified by the Uniform Building Code, section 3302.1 which is currently established at twenty (20) square feet per student. In classes that are work station/laboratory station limited, the class size shall not exceed the maximum number of stations available for student use. This article includes Support Room and Study Hall.

TEA Article 6.E.1 Fourth and fifth grade unit members shall have a continuous thirty (30) minute preparation period within the teaching day. Modifications to the schedule may be made by the administration after prior consultation with those fourth and fifth grade unit members affected. The fourth and fifth grade unit members and principal at each school site have the option of making adjustments within the time span allocated at that school. Fourth and fifth grade unit members who would otherwise lose their prep on early release days will be given 30 minutes from the end of the last scheduled class for the purpose of preparation.

TEA Article 6.E.2 High School and Middle School unit members who are full-time classroom unit members shall have one (1) uninterrupted period per day for preparation and planning which shall be the same length as a regular classroom period.

TEA Article 6.E.4 No 7th – 12th grade unit member shall be assigned more than three (3) preparations per day without his/her consent. A preparation is defined as one prescribed curriculum which may be presented within one (1) instructional period. A preparation includes one course description, as well as significant curriculum development, lesson planning/preparation, student assessment and instruction to students.

TEA Article 6.E.6 For the term of this contract, no High School or Middle School unit member shall be required to teach more than twenty-five (25) periods per week.

TEA Article 6.E.8 The District shall not implement more than a six period day structure (separate from advisement) that adds additional preparations for the unit members without first negotiating this with the Association.

The following staffing standards shall be applied to remain compliant with the class size constraints prescribed above:

K-3 Instructional Staffing

Kindergarten through third Grade classes will be staffed to result in the largest class size possible, except that no class

shall exceed legal limits ~~be greater than 32~~, nor shall any class be less than 19 students, except in instances where limiting classes to at least 19 students would create a scenario which violates law. Combinations classes may be used in first through third grades to achieve these standards, but shall not be used in Kindergarten.

Education Code Sections 41376 and 41378 limit the maximum class sizes that an LEA may maintain across a grade level, as well as in any given classroom. Legally, the maximum class sizes are as follows:

- Kindergarten—average class size not to exceed 31 students; no class larger than 33 students in a given class
- Grades 1 through 3—average class size not to exceed 30 students; no class larger than 32 students

4-5 Instructional Staffing

Classes at each school site will be staffed with teachers to result in the class size closest to 32 students per class as possible. Combination classes will be used to eliminate classes of 24 or smaller, if possible.

Education Code Sections 41376 and 41378 limit the maximum class sizes that an LEA may maintain across a grade level, as well as in any given classroom. Legally, the maximum class sizes grades 4 through 8 are not to exceed 33.3, the average number of pupils per teacher in 1964.

6-8 Instructional Staffing

26.66:1 rounded up to the next highest .20 FTE, thus, factoring in prep periods, achieving an average class size of 31.99.

Education Code Sections 41376 and 41378 limit the maximum class sizes that an LEA may maintain across a grade level, as well as in any given classroom. Legally, the maximum class sizes grades 4 through 8 are not to exceed 33.3, the average number of pupils per teacher in 1964.

9-10 2 Instructional Staffing

28.89:1 rounded up to the next highest .20 FTE, thus, factoring in prep periods, achieving an average class size of 32 students per academic class plus 48 students per class in PE.

Legal maximums only apply to K-8, so grades 9-12 are limited by facility space.

11-12 Instructional Staffing	26.66:1 rounded up to the next highest .20 FTE, thus, factoring in prep periods, achieving an average class size of 31.99
K-8 PE Paraprofessionals	K-8 physical education instructors shall be allowed one period of teacher aide time per day for every three (3) students by which the unit member's average class size exceeds thirty (30) students determined by September 30th each year, up to the maximum number of periods the unit member teachers each day.

In addition to these basic staffing levels, categorical resources, and other strategies may be used to achieve preparation requirements.

Superintendent/Budgeting & Reporting Requirements:

Education Code 35026. The governing board of any school district employing eight or more teachers may employ a district superintendent for one or more schools and may delegate to the district superintendent any of the duties provided for in Section 35250.

Education Code 35250. The governing board of every school district shall:

- (a) Certify or attest to actions taken by the governing board whenever such certification or attestation is required for any purpose.
- (b) Keep an accurate account of the receipts and expenditures of school moneys.
- (c) Make an annual report, on or before the first day of July, to the county superintendent of schools in the manner and form and on the blanks prescribed by the Superintendent of Public Instruction.
- (d) Make or maintain such other records or reports as are required by law.

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

42131. (a) (1) Pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. These certifications shall be based upon the board's

assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127, of the district budget, as revised to reflect current information regarding the adopted State Budget, district property tax revenues pursuant to Sections 95 to 100, inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the Superintendent of Public Instruction for the purposes of determining subsequent actions by the Superintendent of Public Instruction, the Controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130 but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

(3) All reports and certifications required under this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127.

Education Code 42132. On or before September 15 of each year, the governing board of each school district shall adopt a resolution to identify, pursuant to Division 9 (commencing with Section 7900) of Title 1 of the Government Code, the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit for the district for the preceding fiscal year.

The following staffing standards shall be applied to remain compliant with the ~~class-size~~ constraints prescribed above:

<i>Superintendent</i>	<i>1.0 per District, until 1,000 student enrollment.</i>
<i>Administrative Secretary</i>	<i>1.0 per District</i>
<i>Communication Specialist</i>	<i>0.5 per District when district enrollment exceeds 7,000 students</i>
<i>Chief Business Official</i>	<i>1.0 after 1,000 student enrollment is achieved and until 3,000 students enrolled</i>
<i>Administrative Assistant</i>	<i>1.0 per District when district enrollment exceeds 6,000 students</i>

<i>Director of Financial Services</i>	<i>1.0 when District enrollment exceeds 3,000 students</i>
<i>Budget Analyst</i>	<i>1.0 when District enrollment exceeds 6,000 students</i>
<i>Payroll Specialist (Position Control)</i>	<i>1.0 when District enrollment exceeds 9,000 students</i>
<i>Budget Technician</i>	<i>1.0 when District enrollment exceeds 12,000</i>
<i>Accounting Supervisor</i>	<i>1.0 per district</i>
<i>Account Clerks</i>	<i>1.0 per 4,000 students plus 1.0 fte when Facilities Projects are in progress.</i>
<i>Director of Facilities</i>	<i>1.0 per district when enrollment exceeds 7,000 OR if construction projects are being planned or implemented.</i>
<i>Facilities Technician</i>	<i>1.0 per district when construction projects are being planned or implemented.</i>
<i>Purchasing Specialist</i>	<i>1.0 per district</i>
<i>Warehouse Supervisor</i>	<i>1.0 per district</i>
<i>Warehouse Delivery Driver</i>	<i>1.0 per district when enrollment exceeds 7,000 students</i>
<i>Additional Staffing</i>	<i>When District enrollment exceeds 20,000 students</i>

Payroll:

TEA Article 10 Any unit member who is a member of Tracy Educators Association (TEA), California Teachers Association (CTA), National Education Association (NEA), or who has applied for membership, may sign and deliver to the District an authorization for appropriate deduction fee of unified membership dues, initiation fees and general assessments for the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months.

CSEA Article 8.2 Except for delay beyond the control of the District, salaries for employees in the unit shall be paid once per month on or before the last weekday of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding weekday.

Except for delay beyond the control of the District, supplemental checks for employees in the unit shall be paid once per month on or before the 10th of the month. If the normal pay date falls on a holiday, the supplemental check shall be issued on the preceding weekday.

CSEA Article 8.3 Any payroll errors resulting in insufficient payment for an employee in the bargaining unit shall be corrected. A supplemental check may be

issued within five (5) working days upon the request of the employee. Payroll errors resulting in an over payment to an employee shall be corrected on the following monthly salary warrant. Other repayment arrangements may be made when mutually agreeable to both the District and the employee.

CSEA Article 8.4 Once each year all employees in the bargaining unit shall be provided with notice of sick leave and vacation accrued as of the date of issue.

The following staffing standards shall be applied to remain compliant with the class size constraints prescribed above:

Payroll Technicians 1 for each 4,000 students.

Human Resources:

TEA Article 18.B Unit members in the unit shall be provided coverage under the terms and conditions of the District's workers' compensation insurance program and the industrial accident or illness leave provisions of this agreement for any injury or illness out of and in the course of their employment.

CSEA Article 35.1.F Verification of units earned (for the Professional Growth Program) must be submitted to the Human Resources Office with 60 days following the course of completion. Payment for a Professional Growth stipend shall commence only after verification of units completed.

CSEA Article 35.1.G The Professional Growth program will be administered by the District through the Human Resources Office.

CSEA Article 37.1 A parent, guardian of a pupil, or any person who makes a complaint to the District concerning a bargaining unit member shall abide by the provisions of board policy 4215.5.

CSEA Article 40.4.A A Reclassification/Reallocation committee consisting of four administrators selected by the district and four CSEA members selected by the Association will review and recommend reclassifications and reallocations to the district negotiating teams.

California public school employees and substitutes must be fingerprinted, and a criminal background clearance must be received by the employing school district and county office prior to new employees and substitutes rendering paid services.

The California Education Code prescribes:

3700. Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

Numerous state codes govern the process of a workers' compensation claim, and Tracy Unified School District must abide by these requirements and timelines. We partner with Keenan & Associates to administer our claims through the JPA and much of the work of the Personnel Technician Workers Compensation is to make sure the district meets the legal obligations for claims. Also, the rights of our employees are protected by federal (Americans with Disabilities Act) and state (Fair Employment and Housing Act) statutes that prohibit discrimination for persons with disabilities. The Personnel Technician Workers Compensation guides the District through the interactive process when questions regarding disabilities and employees arise.

The following staffing standards shall be applied to remain compliant with the class size constraints prescribed above:

Assistant Superintendent for Human Resources	0.5
Director of Human Resources	1
Administrative Assistant to Human Resources	1
Personnel Technician Certificated	1
Personnel Technician Classified	0.75
Personnel Technician Livescan	0.5
Personnel Technician Substitutes	1
Personnel Technician Workers Compensation	1
Personnel Clerk Certificated	1

Evaluation:

TEA Article XVII essentially states that the District shall evaluate teacher performance with the purpose of improving instruction and developing better instructional programs through professional growth of staff.

Grievance Procedure:

TEA Article 9.3 If the grievance is not settled in Step 2, the grievant may appeal it to the Assistant Superintendent for Human Resources.

TEA Article 9.4 If the grievance is not settled in Step 3, the grievant may appeal it to the Superintendent.

Student Discipline

The California Education Code prescribes the following:

48240. The board of education of any school district and of any county shall appoint a supervisor of attendance and such assistant supervisors of attendance as

may be necessary to supervise the attendance of pupils in the district or county. The board shall prescribe the duties of the supervisor and assistant supervisors of attendance, not inconsistent with law, to include, among other duties that may be required by the board, those specific duties related to compulsory full-time education, truancy, work permits, compulsory continuation education, and opportunity schools, classes, and programs, now required of such attendance supervisors by this chapter and Article 4 (commencing with Section 48450) of Chapter 3 and Article 2 (commencing with Section 48630) of Chapter 4 of this part.

48246. The attendance supervisor, who is a full-time attendance supervisor performing no other duties, of any county, city and county, or school district in which any place of employment is situated, or the probation officer of the county, may at any time enter into any such place of employment for the purpose of examining permits to work or to employ of all minors employed in such place of employment, or for the purpose of investigating violations of the provisions of the Labor Code or of the provisions of this chapter, or Chapter 7 (commencing with Section 49100) of this part. If the attendance supervisor or probation officer is denied entrance to such place of employment, or if any violation of laws relating to the education of minors is found to exist, the attendance supervisor or probation officer shall report the denial of entrance or the violation to the Labor Commissioner. Such report shall be made within 48 hours and shall be in writing, setting forth the fact that he has good cause to believe that such laws are being violated in such place of employment and describing the nature of the violation.

1742. The services described in Sections 1740 and 1741 shall be performed by persons who hold a valid credential issued by the State Board of Education or Commission for Teacher Preparation and Licensing authorizing performance of the service.

46600. (a) The governing boards of two or more school districts may enter into an agreement, for a term not to exceed five school years, for the interdistrict attendance of pupils who are residents of the districts. The agreement may provide for the admission to a district other than the district of residence of a pupil who requests a permit to attend a school district that is a party to the agreement and that maintains schools and classes in kindergarten or any of grades 1 to 12, inclusive, to which the pupil requests admission.

The agreement shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied.

The supervisor of attendance of the district of residence shall issue an individual permit verifying the district's approval, pursuant to policies of the board and terms of the agreement, for the transfer and for the applicable period of time. A permit shall be valid upon concurring endorsement by the designee of the governing board of the district of proposed attendance. The stipulation of the terms and conditions under which the permit may be revoked is the responsibility of the district of attendance.

(b) In addition to the requirements of subdivision (e) of Section 48915.1, and regardless of whether an agreement exists or a permit is issued pursuant to this section, any district may admit a pupil expelled from another district in which the pupil continues to reside.

48900. A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

Board Policy 5000, Concepts and Roles, states that the focus of the school system is on the student. It is incumbent upon the Governing Board, district and school administration and teachers to provide for the physical and intellectual welfare of the students in their charge. Discrimination among students applying for admission to or attending our schools with respect to color, creed, race, sex, religion, ancestry, handicap, or national origin is prohibited. All pupils are expected to comply with school regulations, to pursue the required course of study, and to accept the authority of the superintendent, administration, certificated and classified staff. The Superintendent or designee shall establish and keep parents/guardians and students well informed about school and district rules and regulations related to attendance, health examinations, records, grades and student conduct. When conducting hearings related to discipline, attendance and other student matters, the Board shall afford students their due process rights in accordance with law.

The following positions are fundamental to ensuring the district remains compliant with these student discipline goals.

<i>Dir. Curriculum/Student Services</i>	<i>1.0</i>
<i>SARB</i>	<i>0.2</i>
<i>Truancy Officer</i>	<i>1.0</i>
<i>Secretary to Dir.</i>	<i>1.0</i>
<i>Clerk Typist II</i>	<i>0.5</i>

Student Health

Board Policy 5141.21, Administering Medication and Monitoring Health, states that the Governing Board recognizes that when the district has received written statements from the student's physician and parent/guardian detailing the type of medication, dosage amount, administration method, and administration time, designated personnel shall assist the student in taking the medication. Medication will be given to the school in a pharmacy labeled bottle that includes the student's name, name of the physician, medication and dosage of medication to be given. Under no circumstances are school personnel to provide any medication to student's without proper authorization from a physician, including over-the-counter medication. In addition, upon written request, designated personnel may assist the student in monitoring, testing or other treatment of an existing medical condition

(Education Code 49423) Upon written request by the parent/guardian and with the approval of the student's physician, a student with an existing medical condition that requires frequent monitoring, testing or treatment may be allowed to self administer this service. The student shall observe universal precautions in the handling of blood and bodily fluids.

Further fundamental medical service requirements are stated in Board Policies 5141.22 Infectious Diseases, 5141.3 Head Lice, 5141.3 Health Examinations, and 5141.4 Child Abuse.

The following positions are fundamental to ensuring the district remains compliant with these student health goals.

<i>Coordinator</i>	<i>1.0</i>
<i>TFC Planner/Director MAA</i>	<i>1.0 supplemental, funded from MAA</i>
<i>School Nurse</i>	<i>2.0 supplemental, funded from MAA</i>

Safe, Clean, Professional Environment:

Part 25 of the California Education Code (sections 44000-45460) governs management of employees within school districts. Notwithstanding all other limitations of this part of the education code, section 44030 states:

Any principal, teacher, employee, or school officer of any elementary or secondary school who refuses or willfully neglects to make such reports as are required by law is guilty of a misdemeanor and is punishable by a fine of not more than one hundred dollars (\$100).

TEA Article 8.A.1 and CSEA Article 31.1 The District will make a good faith effort to provide a safe, clean, professional environment for all (TEA and CSEA) unit members.

TEA Article 8.A.2 The District will establish and communicate a procedure for reporting and responding to environmental health issues. Site contact will accept the request and report it to the District. The District will prioritize work order requests and attempt to resolve the issue within a reasonable amount of time.

TEA Article 18.C The District shall make every effort to provide unit members with a safe place in which to work.

TEA Article 18.C.1 The District will make a reasonable effort to provide a communication system available to all unit members for supervising students.

Education Code Section 17070.75 requires districts participating in the School Facility Program to deposit a minimum of 3% of unrestricted and restricted general fund expenditures into the routine restricted maintenance account.

The California Code of Regulations, Title 5, Section 4610(b), (per Williams Settlement legislation) requires the District to provide:

- adequate instructional materials
- facilities which are clean, safe, and maintained in good repair
- properly assigned teachers to fill all vacancies.

The following staffing standards shall be applied to remain compliant with the class size constraints prescribed above:

Tracy Unified School District will deposit a minimum of 3% of unrestricted and restricted general fund expenditures into the routine restricted maintenance account. These funds will be used for personnel, materials, and appropriate contracted services.

Contracting Out:

CSEA Article 3.2 The District shall not contract out work except as permitted by law.

Education Code 45103.1: (a) Notwithstanding any other provision of this chapter, personal services contracting for all services currently or customarily performed by classified school employees to achieve cost savings is permissible, unless otherwise prohibited, when ALL of the following conditions are met:

1. The governing board or contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the school district, provided that:
 - a. In comparing costs, there shall be included the school district's additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.
 - b. In comparing costs, there shall not be included the school district's indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed by the school district. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities, and materials.
 - c. In comparing costs, there shall be included in the cost of a contractor providing a service any continuing school district's costs that would be directly associated with the contracted function. These continuing school district costs shall include, but not be limited to, those for inspection, supervision, and monitoring.
2. Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not undercut school district pay rates.

3. The contract does not cause the displacement of school district employees. The term "displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school district.
4. The savings shall be large enough to ensure that they will not be eliminated by private sector and district cost fluctuations that could normally be expected during the contracting period.
5. The amount of savings clearly justify the size and duration of the contracting agreement.
6. The contract is awarded through a publicized, competitive bidding process.
7. The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination standards.
8. The potential for future economic risk to the school district from potential contractor rate increases is minimal.
9. The contract is with a firm. A "firm" means a corporation, limited liability corporation, partnership, nonprofit organization, or sole proprietorship.
10. The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by the school district.

(b) Notwithstanding any other provision of this chapter, personal services contracting shall also be permissible when ANY of the following conditions can be met:

1. The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
2. The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
3. The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
4. The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

5. The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
7. The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

This section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

Materials:

TEA Article 8.B The District will make a good faith effort to provide adequate teaching materials, supplies, textbooks and operable technology, equipment and facilities

Mandated Costs

Government Code Sections 17500 through 17617 provides for the reimbursement of costs incurred by school districts for costs mandated by the State. Costs mandated by the State means any increased costs which a school district is required to incur after July 1, 1980, as a result of any statute enacted after January 1, 1975, or any executive order implementing such statute which mandates a new program or higher level of service of an existing program. The following programs are mandated:

Aids prevention, Agency Fee Arrangements, Caregiver Affidavits, Fiscal Accountability Reporting, Collective Bargaining, Comprehensive School Safety Plans, Consolidation of Annual Parent Notification Plans, Criminal Background Checks, Differential Pay and Reemployment, Employee Benefits Disclosure, Expulsion of Pupils: Transcript Cost for Appeals, Financial and Compliance Audits, Graduation Requirements, Habitual Truant, High School Exit Exam, Immunization Records, Intradistrict Attendance, Juvenile Court Notices, Law Enforcement Notification, National Norm-Referenced Achievement Testing (Formerly STAR), Notification of Truancy, Notification to Teachers: Pupils Subject to Suspension or Expulsion, Open Meetings Act/Brown Act Reform, Physical Education Reports, Physical Performance Tests, Pupil Exclusions, Pupil Expulsions from School, Pupil Health Screenings, Pupil Promotion and Retention, Pupil Residency Verification and Appeals, School Accountability Report Cards, School District Fiscal Accountability Reporting, School District Reorganization, Scoliosis Screening, Standardized Testing and Reporting, Teacher Incentive Program, The Stull Act.

Education Code § 48260.5, as added by Chapter 498, Statutes of 1983, requires that school districts, upon a pupil's initial classification as a truant, notify the pupil's parent or guardian by first-class mail or other reasonable means, of the pupil's truancy, that the parent or guardian is obligated to compel the attendance of the pupil at school and that the parent or guardian who fails to meet this obligation may be guilty of an infraction and subject to prosecution pursuant to Article 6 (commencing with § 48290) of Chapter 2 of Part 27. Additionally, the district must inform parents and guardians of alternative educational programs available in the district, and the right to meet with appropriate school personnel to discuss solutions to the pupil's truancy.

Special Education

The largest unfunded mandate imposed upon the district is the identified, but unfunded need to meet the needs of students who fall within the jurisdiction of the Individuals with Disabilities Act (IDEA). The Individuals with Disabilities Education Act (IDEA) is the law that provisions service and support to children with disabilities throughout the US. IDEA provides States with the regulations, guidelines and requirements to support them to design and implement programs in special education. The overall goal is to improve student achievement by providing appropriate services.

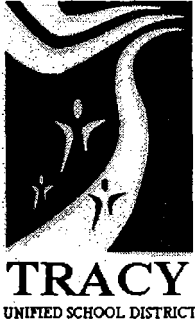
The position of the Director of Special Education is fundamental to ensuring the district remains compliant with the goals of IDEA. The position is categorically funded, but encroaches on unrestricted funds.

Technology

The Tracy Unified School District Technology plan states that:

Tracy Unified School District (TUSD) serves the needs of 16,500 students in Tracy. Over 800 teachers rely on e-mail, voice mail, instant messaging and faxes to communicate with each other, district staff, students and parents.... [S]chool sites ... provide wireless network connectivity for teachers ... [and] students. All network computers have access to Microsoft Office suite. All teachers and students have e-mail accounts through the District mail server. All libraries have between 4 and 40 computers that are networked with Internet access available to students and teachers throughout the day. The libraries open 30 minutes before school begins and are open 30 minutes after school ends. The District and all school sites each maintain their own web site. Teachers have the ability to publish class curriculum and other information on their own portal web site.

The position of one FTE of a District Director of Information Services and Educational Technology to support these technology goals. E-rate funds, supplemental grant funds, lottery funds, and other appropriate dollars may support this core function as available.



ADMINISTRATIVE & BUSINESS SERVICES

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: September 9, 2010
SUBJECT: Approve and Appoint Screening Committee for West High Gym

BACKGROUND: Board Policy 7310 states that "Schools or sites wishing to name an existing unnamed facility must first seek the approval of the Board to begin the naming process as outlined in Administrative Regulation 7310." It was approved at the August 10th Board meeting to begin the naming process for the West High School Gymnasium.

RATIONALE: In accordance with Board Policy 7310, the Board must appoint the individuals who will serve on the committee to name the West High School Gymnasium.

FUNDING: There is no cost.

RECOMMENDATION: Approve and Appoint Screening Committee for West High Gym.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 2, 2010
SUBJECT: Acknowledge Administrative Regulation 5129, Bullying/Harassment (1st Reading-Declare Intent to Adopt September 14, 2010)

BACKGROUND: Bullying/Harassment has become a national issue. It has become more expansive due to technology and often starts at the elementary school level and continues through high school grades. Due to this pervasive issue, Tracy Unified School District has written a Board Policy on Bullying, however no Administrative Regulation was written at that time.

RATIONALE: Providing a document that will be the foundation for complaints to be made in regards to bullying/harassment and the informal and formal investigations where decisions to be made in accordance with education codes to ensure safe environment for both students and staff, and protecting the rights of the students. This supports Strategic Goal #2- Provide a safe environment for students and staff that is conducive to learning.

FUNDING: Not Applicable

RECOMMENDATION: Acknowledge Administrative Regulation 5129, Bullying/Harassment (1st Reading-Declare Intent to Adopt September 14, 2010).

Prepared by: Paul Hall, Director of Student Services & Curriculum

Bullying/Harassment Prevention

Bully/Harassment Investigation Procedures**A. Purpose and Scope**

To provide guidance and direction for all District employees regarding Bullying/Harassment, including cyberspace and tech bullying.

B. General – Definition

Behavior that means one or more acts by a pupil or a group of pupils directed against another pupil that constitutes hate violence, or severe or pervasive intentional harassment, threats, or intimidation that is disruptive, that causes disorder, and invades the rights of others by creating an intimidating or hostile educational environment, and includes acts that are committed personally or by means of an electronic act and social isolation or manipulation. An “electronic act” means the transmission of a communication, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager. (California Education Code 48900 (r))

C. Forms Used and Additional References

Bullying/Harassment Claim Interview Sheet

Bullying/Harassment (Informal versus Formal Complaint –Summary of Procedures)

D. Procedures

The Tracy Unified School District expects students and/or staff to immediately report incidents of Bullying/Harassment to the principal or designee. Staff members are expected to immediately intervene when they see a bullying incident occur. Each complaint of Bullying/Harassment shall be promptly investigated. This policy applies to students whose behavior is related to school activity, students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

General Procedures – Students

Any student who feels he or she is being bullied or harassed should immediately report such conduct to his or her teacher, the principal, or any other school administrator, without fear of reprisal. The student need not first report the Bullying/Harassment to his or her teacher, especially if the student believes the teacher engaged in or knowingly tolerated any Bullying/Harassment of the

Bullying/Harassment Prevention

student. The student may make this report alone or with his or her parent/guardian.

An employee who receives a report of Bullying/Harassment of a student or who witnesses the Bullying/Harassment of a student shall immediately report the incident first to the site administrator or site designee then to the Assistant Superintendent of Educational Services and Human Resources (if alleged Bullying/Harassment is by an employee). Administrators, upon receiving a report of Bullying/Harassment from a student, shall provide the student with a copy of the Bullying/Harassment policy as well as the Administrative Regulation which contains procedures for filing complaints regarding Bullying/ Harassment, parents/guardians of the student (victim) shall be contacted.

Each complaint of Bullying/Harassment shall be promptly investigated in a way that attempts to respect the privacy of all parties concerned. If the student requests that his or her name not be disclosed to the alleged harasser, an informal investigation of the allegations shall be conducted to the extent possible without disclosing the complainant's name. In order to file a formal complaint of Bullying/Harassment, the student must be willing to disclose his or her name to the alleged harasser. Parent or legal guardian shall be informed of the investigation.

General Procedures - Any Other Persons

Any person who alleges Bullying/Harassment by any employee or student in the District may file a complaint under the complaint procedures contained in Administrative Regulation 4119.11; 4219.11; and 5145.7.

Formal Complaint Procedures

The Board designates the following compliance officers to receive and investigate complaints and ensure compliance with law:

Superintendent or designee 830-3200 ext. 1004, or e-mail: jfranco@tusd.net
Assistant Superintendent of Education Services and Human Resources 830-3260 ext. 1304, or e-mail: sjharrison@tusd.net
Director of Student Services and Curriculum 830-3280 ext. 1601, or e-mail: phall@tusd.net
Principle or site designee please call site number, for e-mail please see site: <https://www.tracy.k12.ca.us/Pages/MainHomePage.aspx>

All complaints can be mailed to: Tracy Unified School District, 1875 W. Lowell Ave. Tracy, CA. 95376

It is desirable that complaints of Bullying/Harassment be resolved in a prompt and appropriate manner. If possible, such complaints should be resolved in an

Bullying/Harassment Prevention

informal manner. If the complaint cannot be resolved informally, the following procedures shall be followed for filing a formal complaint of Bullying/Harassment.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged Bullying/Harassment.

The complaint shall be presented to the Superintendent or designee, who will then give it to the appropriate compliance officer. The Superintendent or designee will maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints of Bullying/Harassment must be initiated, in writing within sixty (60) calendar days of the date the alleged violation occurred

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, superintendent or designee shall help him/her to file the complaint.

Step 2: Investigation of Complaint

Within sixty (60) school days from receipt of the complaint, excluding summer session, when the alleged violation occurred during the regular school year, the Superintendent or designee shall complete the investigation of the complaint. This time period may be extended by written agreement of the complainant.

Step 3: Response

Within sixty (60) days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in Step 4 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within fifteen (15) calendar days, file his/her complaint, in writing, with the Board. The Board may consider the matter at its next regular Board meeting or at a special Board meeting.

The Board may decide not to hear the complaint, in which case the compliance officer's decision is final. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within seven (7) calendar days or within the time period that has been specified in a written agreement with the complainant.

Bullying/Harassment Prevention

Step 4: Final Written Decision

The report of the District's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the District will arrange a meeting at which a community member will interpret it for the complainant.

This report shall include:

- * The findings and disposition of the complaint.
- * Notice of the complainant's right to appeal the decision to the Tracy Unified School District Board of Trustees and procedures to be followed for initiating such an appeal.

If an employee or student is disciplined as a result of the complaint, this report shall simply state **that appropriate action was taken and that the employee or student was informed of the District's Bullying Policy**. The report shall not give any further information as to the nature of the corrective or disciplinary action. However, when a student is expelled as a result of a substantiated charge of bullying, the expulsion record shall be a non-privileged, disclose-able public record.

The Tracy Unified School District board decision is the final decision.

Corrective Action

A substantiated complaint of Bullying/Harassment may subject the offending employee or student to corrective action, up to and including suspension and discharge/expulsion. Such corrective action shall be consistent with the California Education Code and any collective bargaining agreement or student discipline code, if applicable.

In the event of harassment by an individual who is not an employee or student of the District, the District will take whatever legal corrective action is reasonable and appropriate under the circumstances.

Even if the reported conduct is not considered Bullying/Harassment under this policy, it may be in violation of other rules and standards of conduct of the District. The District may discipline an employee or student for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. Supervisors may be held personally liable under the law for acts of harassment.

Bullying/Harassment Prevention

Retaliation and Confidentiality

The District forbids retaliation against anyone for reporting Bullying/Harassment, filing a complaint pursuant to this policy, assisting in making a Bullying/Harassment complaint, or cooperating in a Bullying/Harassment investigation. Anyone experiencing or witnessing any conduct they believe to be retaliatory are to immediately follow the procedures outlined above. In an investigation and in imposing any discipline, the District will attempt to preserve confidentiality to the extent the circumstances permit.

Notification – Students and Parents

A copy of the Bullying/Harassment Policy and Administrative Regulation shall be displayed in a prominent location in the main administrative building located at 1875 W. Lowell Ave., Tracy, CA and in a prominent location near each school principal's office.

Notice of the Bullying/Harassment Policy and the Administrative Regulation which contains the complaint procedures will be distributed to all students of the District at the beginning of the first trimester or semester of the school year, and to any new student at the time that the new student is enrolled. A copy of the Bullying/Harassment Policy and Administrative Regulation shall also appear in any publication of the District that sets forth the comprehensive rules, regulations, procedures, and standards of conduct for the institution.

Notification – Students

A copy of the Bullying/Harassment Policy and Administrative Regulation shall be displayed in a prominent location in the main administrative building located at 1875 W. Lowell Ave., Tracy, CA and in a prominent location near each school principal's office.

Notice of the Bullying/Harassment Policy and Administrative Regulation which contain the complaint procedures will be sent to all students and parents or guardians upon enrollment and annually thereafter. A copy of the Bullying Policy and Administrative Regulation shall be provided as part of any orientation program conducted for new students at the beginning of each trimester, semester, or summer session, as applicable. Teachers shall discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of Bullying/Harassment.

Students may also file a separate claim of Bullying/Harassment with the Office of Civil Rights (OCR). The address and telephone number of the OCR is listed under the notifications section for employees.

E. Reports Required

Bullying/Harassment Prevention

Investigation report regarding allegations of harassment.

F. Record Retention

Student and Personnel file when appropriate.

G. Responsible Administrative Units

Human Resources
Student Services

H. Approved By

Assistant Superintendent of Education and Human Resources
Director of Student Services & Curriculum

Bullying/Harassment

Student: _____

Date _____

Investigator: _____

Informal vs. Formal Complaint – Summary of Procedures

This summary is intended as a guideline summary of procedures. Please see Bullying/Harassment policy and Bullying/Harassment check sheet for more detailed description of procedures. Revised 4/16/2010

Informal Complaint

Student contacts Principal/Assistant Principal (or other employee, who must promptly notify the Principal/Assistant Principal) and wishes to keep complaint informal (i.e., does not want to file a formal complaint or does not want his/her name disclosed).

- ☐ 1. Copy of policy supplied to student. Contact parents of student that is being harassed and the parents of the harasser.
- ☐ 2. Explain investigation process and give rules/policies:
 - Bullying/Harassment not tolerated;
 - Retaliation not allowed;
 - Immediately report if problem;
 - Limited information of investigation (need to know basis)
- ☐ 3. If student does not want to disclose name, explain that discipline may be limited as a result. No guarantees, but will attempt to respect request.
- ☐ 4. Report complaint to Student Services

A. Establish if substantial evidence:

- ☐ 1. Conduct interviews of complainant, witnesses (including, but not limited to, those mentioned by the complaint and alleged harasser) and alleged harasser. Ensure that interviews are conducted separately. Issue "Stay Away Order" if necessary.
- ☐ 2. Re-interview if necessary, give parties opportunity to rebut adverse statements.
- ☐ 3. Document all interviews.
- ☐ 4. Access evidence and factors such as creditability, motives to embellish or fabricate, etc.

B. If substantial evidence exists:

- ☐ 1. Determine disciplinary action to be taken
- ☐ 2. Advise Student Services of proposed action.
- ☐ 3. Take effective disciplinary action.
- ☐ 4. Notify complainant that effective disciplinary action has been taken (without disclosing specifics).
- ☐ 5. Notify harasser of disciplinary action. Stress school will not tolerate Bullying/Harassment.
- ☐ 6. Document action taken and that parties were advised of conclusion.

C. If cannot determine whether or not Bullying/Harassment occurred:

- ☐ 1. Notify Student Services
- ☐ 2. Notify complainant and alleged harasser that unable to reach conclusion as to whether or not Bullying/Harassment occurred.
- ☐ 3. Inform complainant that if unsatisfied with result, he/she can discuss concern with Student Services. Also advise student can file complaint with Office of Civil Right ("OCR"). Note: Address and telephone number are in Bullying/Harassment Policy.

Bullying/Harassment

Student: _____

Date _____

Investigator: _____

Informal vs. Formal Complaint – Summary of Procedures

This summary is intended as a guideline summary of procedures. Please see Bullying/Harassment policy and Bullying/Harassment check sheet for more detailed description of procedures. Revised 4/16/2010

D. If determined Bullying/Harassment did not occur:

- ☐ 1. Advise Student Services of finding of no Bullying/Harassment.
- ☐ 2. If evidence exists that complainant deliberately falsified report, advise Student Services.
 - Student will be advised of rights and disciplinary steps shall be followed.
- ☐ 3. Communicate finding that no Bullying/Harassment occurred to complainant and alleged harasser. Advise complainant that if he/she is unsatisfied with conclusion, should see Student Services.
- ☐ 4. Document communication of findings given to parties.
- ☐ 5. Stress prohibition against Bullying/Harassment and encourage parties to review policy for examples of types of behavior constituting Bullying/Harassment.

People Contacted / Dates:

Notes:

Bullying/Harassment

Student: _____

Date _____

Investigator: _____

Informal vs. Formal Complaint – Summary of Procedures

This summary is intended as a guideline summary of procedures. Please see Bullying/Harassment policy and Bullying/Harassment check sheet for more detailed description of procedures. Revised 4/16/2010

Formal Complaint

Student contacts Principal/Assistant Principal (or other employee, who must promptly notify the Principal/Assistant Principal or Student Services) and desires to file a **formal** complaint.

- ☐ 1. Copy of policy supplies to student, including formal complaint procedures. Go over procedure in policy for filing formal complaints and informal complaints.
- ☐ 2. Advise that formal complaints must be in writing and signed by the student.
- ☐ 3. If student says does not want to disclose name, explain that formal complaint cannot be filed and that if name not disclosed, disciplinary action against the alleged harasser may be limited.
- ☐ 4. Notify Student Services of Student's desire to file a formal complaint.
- ☐ 5. Explain that school site will investigate complaint and that meeting will be arranged as soon as possible with school site administration, parent and student. This meeting will be conducted with both parties separately..
- ☐ 6. Explain investigation process and give rules/policies re:
 - Bullying/Harassment not tolerated;
 - Retaliation not allowed;
 - Immediately report if problem;
 - Limited information of investigation (need to know basis)
 - * Issue "Stay Away Order" if necessary.

Contacts (Dates & Times)

Principals/Assistant Principals will conduct investigations of formal complaints, they should be familiar with the following formal complaint procedures:

- ☐ 1. Complaint must be filed no later than 60 calendar days after incident or after complainant learned of incident.
- ☐ 2. School Administration has 60 school days to complete the investigation, unless extension given in writing by complainant.
- ☐ 3. Letter will be sent to complainant on findings of investigation. (detailed explanation should not be given—only conclusion whether or not substantial evidence of Bullying/Harassment was found.)
- ☐ 4. If complainant is not satisfied with decision, he/she has 15 calendar days to file written complaint with Student Services.
- ☐ 5. Student Services hears complaint, decision must be sent to complainant within seven calendar days or with the time period that has been specified in written agreement with the complainant
- ☐ 6. If complainant is dissatisfied with the Student Services decision, may appeal in writing to the Tracy Unified School Board within 15 days of receiving the District's Decision
- ☐ 7. Extension for appeal may be granted by the Superintendent of Tracy Unified School District.
- ☐ 8. Appeal to Tracy Unified School Board must specify reasons for appeal and must include a copy of the local complaint and Student Services decision.
- ☐ 9. Tracy Unified School District Board's decision will make decision within 15 days, this decision is final.

Bullying/Harassment

Student: _____

Date _____

Investigator: _____

Informal vs. Formal Complaint – Summary of Procedures

This summary is intended as a guideline summary of procedures. Please see Bullying/Harassment policy and Bullying/Harassment check sheet for more detailed description of procedures. Revised 4/16/2010

Notes:

Bullying/Harassment Claim Interview Sheet

Student Name: _____ Interviewer: _____

Date: _____ Time: _____

Complainant will be advised at this first meeting that:

1. A prompt investigation will be conducted concerning his/her complaint.
2. School will limit disclosure of the information obtained during the investigation to those persons who have a legitimate need to know, which will include the alleged Bullying/Harasser's (NOTE: Name of complainant may be withheld from Bullying/Bullying/Harasser's to the extent possible) if complainant insists.
3. No retaliatory actions against the complainant will be tolerated and that he/she should immediately report any such retaliatory conduct if he/she believes it is occurring.

Questions/Information to determine facts:

Who was/were alleged Bullying/Bullying/Bullying/Harasser's:	
When and where incident took place; including how long incident lasted:	
Did complainant make an effort to terminate bullying/harassment by expressing verbal or telling someone in authority of alleged Bullying/Harasser's conduct?	
Precisely what was said or done by parties?	
Was incident isolated, or part of a continuing practice?	
How was complainant affected?	
Did anyone else witness the incident?	
Did complainant talk to anyone else about incident?	
Is there any additional documentation of incident?	
Does complainant have any knowledge of any other target of bullying/harassment by the alleged Bullying/Harasser ?	

3/5/2008



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~XX~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: September 2, 2010
SUBJECT: Adopt Resolution No. 10-03 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for 2010-2011 and to Authorize Designated Personnel to Sign Contract Documents.

BACKGROUND: Tracy Unified operates a State Preschool Program on the South/West Park Campus for which the District receives special State funding. Governing Board approval of the resolution authorizing the District to enter into a contract is required for receipt of the funds each year. The authorized signatures are Dr. Casey Goodall, Associate Superintendent of Business Services and Linda Boragno-Dopp, Director of Alternative Programs.

RATIONALE: The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The state will provide approximately \$183,471.00 for the operation of this program. This agenda item supports District Goal #1: Provide a variety of learning opportunities through standards-based curriculum and assessment and research-based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap, and District Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Resolution No. 10-03 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for 2010-2011 and to Authorize Designated personnel to Sign Contract Documents.

Prepared by: Linda Dopp, Director of Alternative Programs



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #10-03
APPROVING THE APPLICATION AUTHORIZING THE DISTRICT
TO ENTER INTO A YEARLY CONTRACT WITH THE STATE FOR A
CHILD DEVELOPMENT PROGRAM FOR 2010-2011, AND TO
AUTHORIZE DESIGNATED PERSONNEL TO SIGN CONTRACT
DOCUMENTS.**

WHEREAS, the Tracy Unified School District operates a State Preschool Program on the South/West Park campus for which the District receives State funding; and

WHEREAS, the California Department of Education requires Governing Board approval of the resolution authorizing the District to enter into a contract to receive this State funding; and

WHEREAS, the authorized signatures for this contract are Dr. Casey Goodall, Associate Superintendent of Business Services and Linda Boragno-Dopp, Director of Alternative Programs.

NOW, THEREFORE BE IT RESOLVED, that the *Tracy Unified School District Board of Education* does hereby approve the application authorizing the District to enter into a yearly contract with the State for a Child Development Program for 2010-2011, and to authorize designated personnel to sign contract documents.

PASSED AND ADOPTED this 14 day of September, 2010, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

**Bill Swenson, President
Board of Trustees
Tracy Unified School District**

Attested:

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

**Board of Trustees
Tracy Unified School District**

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.**

RESOLUTION

BE IT RESOLVED that the Governing Board of Tracy Unified School District

authorizes entering into local agreement number/s CSPP-0531 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Linda Boragno-Dopp</u>	<u>Director of</u> <u>Alternative Programs</u>	<u></u>
<u>Casey Goodall</u>	<u>Assistant Superintendent</u> <u>for Business Services</u>	<u></u>

PASSED AND ADOPTED THIS 14th day of September 2010-11, by the Governing Board of Tracy Unified School District of San Joaquin County, California.

I, _____, Clerk of the Governing Board of

Tracy Unified School District of San Joaquin, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

DATE: July 01, 2010

CONTRACT NUMBER: CSPP-0531

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 39-7549-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: TRACY UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$183,471.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 5,337.0

Minimum Days of Operation (MDO) Requirement 180

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Linda Boragno-Dopp, Director of Alternative Programs			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 1875 W Lowell Ave., Tracy, CA 95376			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 183,471	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7549				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 183,471	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.		B.R. NO.	
		DATE			

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

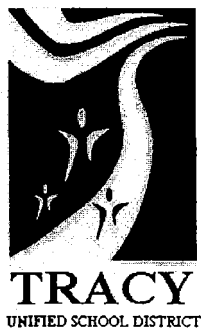
1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - Every employee who works on the proposed contract will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
- All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
3. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 7, 2010
SUBJECT: Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School Before and After School for the 2010-2011 School Year

BACKGROUND: There has been a need in the athletic program at Kimball High for weightlifting assistance by knowledgeable coaches to ensure the players have a positive and safe educational experience. Having exceptionally qualified staff is the primary aim of the program.

RATIONALE: Damio Towkaniuk is currently a volunteer coach at Kimball High School and is uniquely qualified to assist and enhance the weightlifting program at Kimball High School. Mr. Towkaniuk's extensive experience and enthusiasm will ensure the overall success and safety of the program. His duties will include supervising athletes while weightlifting before, during and after school for the fall, winter and spring athletic seasons.

This aligns with Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: Expenses for the weightlifting assistance will be paid by the District and reimbursed from the Kimball High School ASB account. Expenses will not exceed \$3000.00 for the 2010-2011 school year.

RECOMMENDATION: Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School Before and After School for the 2010-2011 School Year

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

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 Damio Towkaniuk, 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: Supervise weight lifting for athletes before and after school during the Fall, Winter, and Spring seasons.

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

4 days a week (2 1/2) HOURS DAY(s) (circle one), under the terms of this agreement at the following location Kimball High School.

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

- Season
- A. District shall pay \$ 1000.00 per HOUR / 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 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. \$ 1000.00 Per Season
- 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 invoices are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The term of this agreement shall commence on August 23rd, 2010, and shall terminate on May 20th, 2011.

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

6. Contractor shall contact the District's designee, _____ at (209) _____, 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:



Consultant Signature (1)

Social Security Number or TIN number (2)

8/17/10

Date

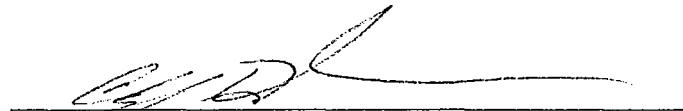
Teacher

Title

Address

City/State/Zip

Phone Number



Tracy Unified School District

~~8/17/10~~

Date

Title

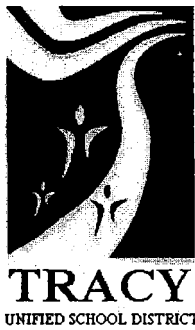
Account Number to be charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: September 3, 2010
SUBJECT: Approve Revised Job Description for Coordinator of Health Services

BACKGROUND: The job description for Coordinator of Health Services needs to be revised to more accurately reflect the responsibilities and requirements of the position. The current job description was approved in 1993 as Classified Confidential. This position was changed to Certificated Management in the 2009-2010 school year as it does require a credential, and in this way would be appropriately budgeted. The District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, District requirements and any Federal, State or Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions.

RATIONALE: The revised job description is being proposed to ensure it accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment for the position of Coordinator of Health Services. This agenda item meets District Strategic Goal #4: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets.

RECOMMENDATION: Approve Revised Job Description for Coordinator of Health Services

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Coordinator of Health Services

DEPARTMENT/DIVISION: Student Services

POSITION SUMMARY: Under the direction of the ~~Assistant Superintendent for~~ **Director of Student Services and Curriculum**, to **plan, organize and direct Health Services for the District**, and provide ~~district~~ leadership and direction for the development of health services programs which will result in improved student educational performance. Develop partnerships with private foundations, public agencies, business and community based organizations to increase the quality and quantity of services available to children in the Tracy ~~Elementary and Tracy Joint Union High Schools Districts~~ **Unified School District**.

ESSENTIAL FUNCTIONS:

1. Oversee the development and implementation of a comprehensive health services program which includes improving student access to social and health services, decreasing absenteeism secondary to health problems and ensuring state-mandated health screenings.
2. Develop and implement a comprehensive communication program to inform families about services available through federal, state county and community-based organizations. Counsel students, parents/**caregivers**, and school staff by guiding children, parents/**caregivers**, and school personnel in identification and appropriate utilization of private and public health **care** delivery services and problem-solving health and social relation attendance problems.
3. Represent the District at meetings with social services, health services, and other community based agencies to facilitate the coordination and collaboration of comprehensive student and family support services.
4. Keep accurate records and make available information appropriate for inclusion in the cumulative record of the students. Executes and prepares forms, records, and reports for the health program at the school site, District and state level.
5. Organize mandatory health screening programs according to state law.
6. Oversee the immunization program and the Child Health and Disability Prevention Program.
7. Interpret health assessments to parents/**caregivers**, school staff, and other professionals directly concerned with the students; ~~team member~~ **collaborate with the Special Education Department** in the development of Individualized Educational Plans.
8. Supervise the distribution of medication taken by students.
9. Participate in planning the implementation of proper emergency care and first aid for sudden illness or accident, and gives assistance when available.

10. Assist school staff in the control of communicable diseases through early detection, exclusion and reporting.
11. Responsible for obtaining sources of established and new funding grant and foundation monies.
12. Administer and document administration of grant funds.
13. Administer program budget, determining staffing and program needs; prepare budget justification; review and authorize expenditures.
14. **Continue** to evaluate the effectiveness of Health Services ~~at the end of each school year~~ and make recommendations for ~~continued~~ implementation and needed changes to the ~~Assistant Superintendent~~ **Director of Student Services and Curriculum.**
15. Plan, design, solicit funding, coordinate and implement school linked health and social services ~~on a~~ **at** school sites.
16. Plan, coordinate and document district employees' compliance to OSHA (Occupational Safety and Health Administration) Title 29, Part 1910.1030, Blood borne Pathogen Exposure Control.
17. **Maintains regular and prompt attendance in the workplace.**
18. **Performs other related duties as assigned.**

EDUCATION AND EXPERIENCE: Valid California School Nurse Services credential, Valid California Registered Nurse License **required.** Bachelor's degree required, Master's degree preferred. School Audiometrist Certificate, current CPR certificate and valid California Driver's License **required.** Prior successful experience as School Nurse preferred.

KNOWLEDGE:

SKILLS AND QUALIFICATIONS:

1. Ability to communicate effectively, orally and in writing; establish and maintain effective working relationships.
2. **Ability to train, supervise and evaluate subordinates; select and manage certificated and classified staff in order to develop skills and abilities that match program needs and enhance program effectiveness.**
3. Analyze ~~situations~~ **Health Services programs** and adopt effective courses of action **necessary for program improvement.**
4. **Ability to collect and compile data and prepare appropriate State, Federal and District mandated reports, and provide program analysis and positive direction.**
5. **Ability to establish** collaborative school/community efforts **and recognize** student health and social needs.
6. **Knowledge of** state and federal regulations and district policies and procedures which govern **Health Services** program and curriculum **including** program management and funding.

7. **Knowledge of District evaluation and assessment standards and procedures related to certificated and classified staff.**

PHYSICAL REQUIREMENTS:

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

1. **Sit for extended periods of time.**
2. **Enter data into a computer terminal/typewriter and operate standard office equipment for extended periods of time.**
3. **See and read a computer screen and printed matter with or without vision aids.**
4. **Speak so that others may understand at normal levels and on the telephone with or without hearing aids.**
5. **Hear and understand at normal levels and on the telephone with or without hearing aids.**
6. **Stand and/or walk on hard and/or uneven surfaces for extended periods of time.**
7. **Bend, squat, stoop and/or climb for extended periods of time.**
8. **Reach overhead, grasp, push/pull up to 25 pounds for short distances.**
9. **Lift and/or carry up to 75 pounds at waist height for short distances.**

DAYS OF SERVICE: 220 Days of Service

Range 24

SALARY: LME 36

Board Approved: Elem. 06/01/93

H.S. 06/22/93

REVISED: