

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD

TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, DECEMBER 14, 2010

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

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

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

3.1 Educational Services:

3.1.1 Findings of Facts: FF#10-11/33, 36, 38, 39, 40, 42, 43, 45, 46, 48

3.1.2 Waiver of Expulsion: WE#10-11/4

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

3.2 Human Resources:

3.2.1 Discharge Classified Employee #UCL-143

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

**3.2.2 Consider Leave of Absence Request for Classified Employee #UCL-144,
Pursuant to Article XXII**

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

3.2.3 Release Probationary Classified Employee #UCL-145

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

3.2.4 Release Probationary Classified Employee #UCL-146

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

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

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

3.2.6 Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. **Adjourn to Open Session**

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

6. **Closed Session Issues:**

6a Action on Findings of Facts: FF#10-11/33, 36, 38, 39, 40, 42, 43, 45, 46, 48

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

6b Report Out on Waiver of Expulsion: WE#10-11/4

Action: Vote: Yes ___; No___; Absent___; Abstain___

6c Report Out on Discharge Classified Employee #UCL-143

Action: Vote: Yes ___; No___; Absent___; Abstain___

6d Report Out on Consider Leave of Absence Request for Classified Employee #UCL-144,
Pursuant to Article XXII

Action: Vote: Yes ___; No___; Absent___; Abstain___

6e Report Out on Release Probationary Classified Employee #UCL-145

Action: Vote: Yes ___; No___; Absent___; Abstain___

6f Report Out on Release Probationary Classified Employee #UCL-146

Action: Vote: Yes ___; No___; Absent___; Abstain___

7. **Approve Regular Minutes of November 9, 2010**

1-6

Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain___.

8. **Administer Oath of Office:** Jill Costa, Gregg Crandall, Ted Guzman, Greg Silva, Bill Swenson

9. **Board Organization:**

7-8

9.1 Elect Officers: President, Vice President, Clerk

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

9.2 Appoint Representatives to the following committees:

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

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

9.3 Approve Board Meeting Calendar

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

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

10.1 Recognize and Congratulate Jonathan Costa for Winning the Mountain Dew Green Label Art Shop Series Contest

10.2 Recognize Fifth-Grade Students of Central Elementary and Jacobson Elementary School for their Outstanding Community Service

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

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

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

Pg. No.

12. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
 - 12.1 **Administrative & Business Services:**
 - 12.1.1 Receive Report on Food Services Operations 9-10
13. **PUBLIC HEARING:**
 - 13.1 **Administrative & Business Services:**
 - 13.1.1 Conduct a Public Hearing Regarding the Accepting State Categorical Funds and Implementing Flexibility Authorized by SBX3 4 11
 - 13.1.2 Open Public Hearing on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6 (d) 12-41
 - 13.2 **Educational Services:**
 - 13.2.1 Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Discovery School (4-8) 42-65
14. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__
 - 14.1 **Administrative & Business Services:**
 - 14.1.1 Accept the Generous Donations from the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District 66-67
 - 14.1.2 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 68-69
 - 14.1.3 Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 70-72
 - 14.1.4 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 73-75
 - 14.1.5 Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2009/10 76-85

		Pg. No.
14.1.6	Receive Report on Facilities Utilization (Separate Cover Item)	86
14.1.7	Approve Payroll Reports for July – November, 2010	87-114
14.1.8	Approve Revolving Cash Fund Reports for October-November, 2010	115-118
14.1.9	Approve Accounts Payable Warrants Report for October-November, 2010 (Separate Cover Item)	119
14.1.10	Approve Assembly Vendors and Site Assembly Utilization Calendars	120-123
14.1.11	Approve Monthly Budget Adjustment Report, October-November, 2010	124-132
14.2	Educational Services:	
14.2.1	Approve Agreement for Special Contract Services with Dr. Ruth Brittan as Guest Conductor for the 2011 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance	133-137
14.2.2	Ratify Master Contract with Options in Education, NPS	138-161
14.2.3	Ratify Contract with United Cerebral Palsy	162-164
14.3	Human Resources:	
14.3.1	Approve Classified, Certificated and/or Management Employment	165-168
14.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certified, and/or Management Employment	169-170
14.3.3	Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2010-2011 School Year	171-172
15.	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.	
15.1	Administrative & Business Services:	
15.1.1	Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment	173-176
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
15.1.2	Approve Accepting State Categorical Funds and Implementing Flexibility Authorized by SBX3 4	177-179
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
15.1.3	Certify 2010-2011 Fiscal Year First Interim Report (Separate Cover Item)	180-181
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
15.1.4	Approve and Appoint the Selected Applicants for Specified Terms on the Measure S and Measure E Bond Oversight Committees	182-183
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
15.1.5	Authorize Release of Request for Qualifications (RFQ) for Lease-Leaseback Contractor for the Modernization of Monte Vista Middle and McKinley Elementary Schools	184-185
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	
15.2	Educational Services:	
15.2.1	Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for 2010/2011 School Year	186
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__	

- 15.2.2** Approve Agreement for Special Contract Services and MOU with San Joaquin County office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching and Tracy Unified School District to Provide Coaching for Three Comprehensive High School Principals from January 3, 2011, through June 30, 2011 **187-190**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__
- 15.3 Human Resources:**
- 15.3.1** Approve Revised Job Description for Elementary School Secretary K-5/K-8 **191-195**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__
- 15.3.2** Adopt Resolution No. 10-12 Authorizing Teachers to Teach Outside of Their Major/Minor **196-198**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__
- 15.3.3** Authorize Tracy Unified School District to Hire AVID College Tutors for the Remainder of 2010-11 School Year **199-211**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__
- 16. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 17. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 18. Board Meeting Calendar:**
- 18.1** January 11, 2011
18.2 January 25, 2011
18.3 February 8, 2011
18.4 February 22, 2011
18.5 March 8, 2011
18.6 March 22, 2011
- 18. Upcoming Events:**
- | | | |
|-------------|-----------------------------|-------------------------------|
| 19.1 | December 20-31, 2010 | No School, Winter Break |
| 19.2 | January 17, 2011 | No School, MLK Day |
| 19.3 | February 14, 2011 | No School, Lincoln's Birthday |
| 19.4 | February 21, 2011 | No School, Presidents' Day |
| 19.5 | April 22 – 29, 2011 | No School, Spring Recess |
| 19.6 | May 27, 2011 | Last Day of School |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, November 9, 2010**

5:20 PM: President Swenson called the meeting to order and adjourned to closed session.

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

7:00 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** Action on Findings of Facts: FF#10-11/19, 28, 30, 34, 35, 37, 41
Action: Lewis, Gouveia. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement AR#10-11/4,5
Action: **Vote:** Yes-7; No-0.
6c Report Out on Waiver of Expulsion: WE#10-11/3
Action: **Vote:** Yes-7; No-0.
6d Report Out on Consider Leave of Absence Request for Classified Employee #UCL-142, Pursuant to Article XXIII
Action: **Vote:** Yes-7; No-0.

Employees Present: C. Minter, J. Cardoza, K. Gill, T. Christensen, R. Call, D. Boyd, B. Carter, A. Continente, L. Fracolli, P. Hall, B. Montgomery, J. Fine, L. Beeso, N. Kettner, T. Peterson, P. Demsher, A. Rios, W. Walker, E. Person, J. Yasemsky, D. Shaver, D. Boyd, J. Squires, M. Batrez

Press: None.

Visitors Present: A. Gill, B. Gard, G. Silva, C. Adamo J. Mullen, C. Mullen, R. Guzman, R. Reinin A. Shah,

Minutes: **Approve Regular Minutes of October 26, 2010.**
Action: Crandall, Vaughn. **Vote:** Yes-7; No-0.

Student Rep Reports: None.

Recognition & Presentations: Dr. Franco commented that this is Trustee Lewis' last meeting as a board member. He has been on the Board since 1999 and has served on a wide variety of committees such as TAPFA, District Attendance, City/Schools, Tracy Tomorrow Parks and Rec. and Budget. We always counted on him to do an outstanding job. He brings value to the committee and is dedicated to the children of TUSD and the community. His children attended Villalovoz, Williams and West High. He has worked tirelessly. We thank him for all of his efforts.

Trustee Lewis thanked thank Stephanie Prioste who, at that time, was the principal at Villalovoz who suggested he applied when the Board position came open. He thanked his wife, Lesli.. He never accepted any money when running. He felt that the greatest part of public schools is the public. Our students have accomplished a lot over the years. TUSD has sent students to every college. As a parent, you have to get involved. He thanked all the teachers, especially the ones that taught his kids, the site principals, management, classified and all other staff. He thanked Bobbie for always helping him; Cindy whenever he had a computer problem and Jessica who has done a great job of improving our communications and overall positive communications. He thanked Casey and his team, Bonny Reed and Jill. They taught him a lot over the years about the budget. Sheila, Ray and Jamie for understanding Human Resources and Sheila for making the sacrifice for not doing one, but two complicated positions. He thanked Tom Hawkins who taught him what it is like to be a responsible Board Member and Joan Feller who looked at things in a humanistic way. Bill for being there as a mentor and helping him during the 12 years. He respects his dedication to the community and our schools. Walters dedication goes way back. He helps fill part of the Joan void. To our newest board members, Jill Costa and Greg Silva, he wished them good luck and advised them to read everything and learn. He thanked Gregg for his passion. They sometimes don't agree but always respect each other's opinion. James is his basketball buddy. He's a good board member and it helps with his perspective as a teacher. He thanked Ted who he has watched mature into one of the best presidents we have had and hopes he stays on for several years. He commented that the accomplishments in this District is because of Jim Franco and his team. The reason the test scores are better and the facilities have dramatically improved are all because of him. He has built trust in our community and he is glad that he is the leader. He appreciates him and thanked him for everything he has done. He reiterated his thanks to everyone, especially his wife and their kids Bret and Allyson. Both of his children went through Tracy Unified Schools and his daughter is at Sonoma State and wants to become a teacher and his sone is at Fresno State.

Dr. Franco thanked Kelly for all of his nice comments. When you are a board member it is a lot of responsibility and you live in this town which means no matter where you are, people know you and may want to talk to you at the store, front yards, games, etc. Kelly has done a great job of making difficult decisions, this community has always respected him. Dr. Franco then read the words from a framed certificate and presented it to Kelly.

Trustee Guzman commented that he is going to miss Kelly. His wit is great and gets him through the meetings. He is very intelligent and comes up with great questions. He opened up doors just from his questions and turned some things around because of what he thought and what he thought was right. He will miss him and best of luck.

Trustee Vaughn commented that out of all the members, he knows Kelly the best because of basketball. As a Board member, Kelly has same drive and fire that he brings to the court. Thank you for inviting him to play with the group and it is like a family of people that play. Thank you for your leadership on the Board. You will be missed.

Trustee Crandall commented that you always notice people with great traits. He has watched Kelly as a good dad, coach and raising a good family. Their sons are good friends at Fresno State. We didn't always agree, but they were healthy disagreements. We will miss you.

Trustee Costa has not worked with him very long, as she is a new board member. Kelly always has great questions and makes you think about what you are voting on. She appreciates the time he has put in on the District.

Trustee Gouveia thanked Kelly for his honesty and his passion. He appreciates his professionalism and the great questions. Thank you.

Trustee Swenson commented that Kelly is well prepared. He receives his board agenda Thursday and if there is a question, we will get an email Friday morning concerning whatever the issue is. We will miss him. He appreciates his perspective from a private sector, which is important to hear. Thank you for your years of service and good luck.

9.1 Recognize and Congratulate Tracy High School Students Conner Sharpe and Effie Zhou for Being Selected as National Merit Scholarship Semifinalists.

This is an academic competition for recognition and scholarships. High school students enter by taking the SAT qualifying test. Connor Sharpe was presented with a certificate. Unfortunately Effie Zhou was unable to attend due to illness. The District is proud of both of them and their accomplishments.

9.2 Recognize and Congratulate the Tracy High School Girls' Tennis Team for Winning the SJAA League Championship

Assistant Superintendent for Educational Services and Human Resources, Dr. Sheila Harrison and Dr. Jim Franco presented certificates the Tracy High Girls' Varsity Tennis Team along with their coach Paul Demsher. All are dedicated Bulldogs both on and off the court.

9.3 George Kelly School Site Update on Achievements & Activities

Principal, Khush Gill, will be presenting Kelly's website along with team members Secretary, Athena Rios, and Teacher, Tammy Petersen. They have everything on their website from their school plan to the academic pentathlon. All information that would be needed including tower classes, STAR program and after school programs. Parents and teachers work together to make these programs successful. Parents are a huge part of Kelly school and they have a family event every month.

Ms. Tabaldi is the PTO treasurer. Her 2 children went through the school and now her grandson is there. She received over 300 emails of sign-ups for the volunteer database. There is a parent led art program. They have a database of art lessons based on famous artist and an art experience that goes with it. They are excited about art lessons growing.

Ms. Rios reported that there are over 160 parent volunteers that they have all gone through the District screening process. The amount of parents is tremendous. Also on the website are school supply lists, extra-curricular activities, event calendar, newsletter in English and Spanish, bell schedules, directions to school, staff page, ELAC, dance guidelines, discipline guidelines, district forms and handbooks. Mrs. Petersen reviewed the students page, accelerated reader from home, helpful student website links, photo gallery and teacher websites.

Trustee Lewis commented that this was one of the best school websites he has seen.

9.4 North School Site Update on Achievements & Activities

This item was pulled and is rescheduled for January 25, 2011.

9.5 Recognize the Outstanding Employees of the Fall Term for the 2010-2011 School Year

Board Members and Dr. Franco recognized the following Employees of the Fall Term:

Marika Kouda, 6-8 classified, Para at Freiler; Julie Laister, 9-12 certificated, Special Ed Department Chair at Kimball High; Sokhary Gozun, K-5 classified, Para at Villa; Deborah Shaver, 9-12 classified, Para for home hospital at Willow; Jon Fine, Certificated Management, Principal at Hirsch; Joanna Torres, K-5 certificated, First Grade at Hirsch; Eric Peterson, 6-8 certificated, Seventh Grade & EL coordinator at Williams.

Hearing of Delegations

None.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

Public Hearing:

None.

Consent Items:

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

13.1 Administrative & Business Services:

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

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

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

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

13.1.5 Approve Assembly Vendors and Site Assembly Utilization Calendars

13.2 Educational Services:

13.2.1 Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2010

13.2.2 Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services

13.3 Human Resources:

13.3.1 Approve Classified, Certificated and/or Management Employment

13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

13.3.3 Approve Student Internship Agreement with Humphreys College Community Studies Program for Jamila Nibbs

13.3.4 Approve Internship Contract Agreement with Brandman University

Action Items:

14.1 Administrative & Business Services:

14.1.1 Approve Change Order #7 for the Tracy High School Modernization/Reconstruction - Cafeteria/Classrooms Building Project and Change Order #6 for the Tracy High School Modernization/Reconstruction - Library/Classrooms Building Project

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

14.2 Educational Services:

14.2.1 Approve High School IB Psychology Textbook Adoption

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

14.3 Human Resources:

14.3.1 Acknowledge Receipt of CSEA's Sunshine Proposal for the 2010-2011 School Year

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

Board Reports:

Trustee Lewis thanked everyone for all of their kind comments. This wasn't an easy decision. He thanked the Board for all of their dedication. Trustee Guzman commented that Kelly always ran a great relay for life team and always had top scores. He attended the schools facilities utilization committee meeting. We will be getting a report on that at a later meeting. He also attended the TLC meeting. They are actively pursuing their new school. Trustee Vaughn attended the Delta Sigma Theda Tracy Alumni event held at the new train depot. They had a jazz night and it was a great event. They sponsor young women's empowerment day. Trustee Crandall commented that we just had an election and thanked everyone who allowed them to run and be successful. They ran unopposed. Things are very hectic we are doing a lot with little. We now have new city council members. He thanked Kelly for his guidance. Trustee Costa passed. Trustee Gouveia thanked Kelly for his service. He attended the Parks & Rec meeting which had a presentation from group that sponsors the Lammersville District. Last weekend he was a part of De Los Muertos where they create alters honoring their loved ones. He would like the community to come and take a look at it. Trustee Swenson also attended the District facility meetings. He commended

Casey, Bonny and Anthony for their leadership, presentation and draft proposal. We should receive it at the next board meeting. There were several retired teachers who wanted to tour the new cafeteria. It will be this Thursday, Nov. 11 at 3:30 p.m. He also thanked Kelly.

**Superintendent
Report:**

Dr. Franco commented that the WASC visit for Tracy High will be next week. The Board can let Bobbie know if you would like to attend. On Wednesday November 17th at 3:10, there will be an exit interview when the WASC team will go over its report. He wished a "Happy Birthday" to Walter Gouveia. On October 28th he and Bonny attended the groundbreaking for Gateway. This project will help to have a road completed to Kimball. He thanked our SROs Graham, Baker and Bancroft who have been on tour offering gang and drug awareness presentations. Last night cabinet met with the diversity and equity committee and Paul Hall. They have put together a few recommendations and we will be working with them on that. At our last meeting we had a neighbor of Tracy High share concerns about the trash in the area. Mr. Noll has developed a plan, and RG has put it on his cruise list. The students have been doing their best and a security guard has been placed out there. We will continue to keep that on our watch. After the meeting, everyone is invited to the General Conference Room for cake in honor of Kelly's last meeting. We always appreciate his frankness, honesty and preparedness.

8:55 p.m.

Clerk

Date



TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James Franco, Superintendent
DATE: December 3, 2010
SUBJECT: Elect Officers; Appoint Representatives to the following committees:
Budget; CALSSD; City Schools Liaison; District Attendance Area;
Facilities Advisory; Facility Use Policy Review; Family Life;
Legislative Action; SJCSBA; Special Ed, TAPFFA; Tracy Learning
Center/Ad Hoc Board Member; Tracy Parks; Approve 2011 Board
Calendar.

BACKGROUND: Education Code Section 35143 and 72125 require the governing board of each school district to hold an annual organizational meeting. In a year in which a regular election for governing board members is held in our district, the meeting shall be held on a day within a 15-day period that commences with the date upon which an elected governing board member takes office. Organizational meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar. This year the 15-day period will commence on December 4. Districts that have regular meetings between December 4 and December 18 can comply with the Education Code requirement by placing this matter on its agenda. The day and time of the annual meeting shall be selected by trustees at its regular meeting immediately prior to the first day of such 15-day period.

RATIONALE: Tuesday, December 14, 2010, is the date of the Tracy Unified School District Board of Trustee's regular meeting which complies with the Education Code requirement for holding the annual organizational meeting. Within 15 days prior to the date of the annual meeting, all board members and members-election shall be notified in writing of the date and time selected for the meeting.

FUNDING: N/A

RECOMMENDATION: Elect Officers; Appoint Representatives to the following committees: Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life; Legislative Action; SJCSBA; Special Ed; TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks; Approve 2011 Board Calendar.

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



TRACY
UNIFIED SCHOOL DISTRICT

Board of Education Calendar of Meetings 2011

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

BOARD MEETING DATES 2011	
1/11/11	
1/25/11	
2/08/11	
2/22/11	
3/08/11	
3/22/11	
4/12/11	
5/10/11	
5/24/11	
6/14/11	
6/28/11	
8/09/11	
8/16/11	
9/13/11	
9/27/11	
10/11/11	
10/25/11	
11/08/11	
12/13/11	



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: December 3, 2010
SUBJECT: Receive Report on Food Services Operations

BACKGROUND: On November 9, 2010, the Board requested that a presentation be made about Food Services operations.

RATIONALE: A two year comparison of financial activity for the first three months of the fiscal year shows:

Revenues	<u>2009-10</u>	<u>2010-11</u>
Sales	\$ 476,549	\$ 466,114
State & Federal Reimbursement	\$ 928,531	\$ 1,125,978
Other Local Revenue	\$ 16,562	\$ (67)
Total Revenue	\$ 1,421,642	\$ 1,592,025
Expenditures		
Ongoing Expenditures	\$ 1,180,125	\$ 1,373,005
Equipment	\$ 61,554	\$ 350,941
Total Expenditures	\$ 1,241,679	\$ 1,723,946
Total Operating Profit (Loss)	\$ 179,963	\$ (131,921)
Total Profit net of Equipment	\$ 241,517	\$ 219,020

While currently serving approximately 2,860 breakfasts per day, and 7,235 lunches per day, total revenues for the 2010-11 year are up from the prior year. However, total expenditures are also greater than in the previous year. The increased expenditures were caused by additional staffing needs and a relatively large expenditure for equipment.

The Food Services Department has hired 8 new employees, and still has 6 open positions. When fully staffed, the department will have 91 permanent employees and 33 substitutes. Increased equipment expenditures were primarily because the new Tracy High Kitchen and cafeteria were opened with all new equipment and furniture. In addition, 129 cafeteria tables have been replaced at 7 elementary schools, and the

department has purchased new, and more efficient, ovens for Monte Vista, Williams, West High, Tracy High, and Kimball High.

By removing the equipment expenditures from consideration, it is clear that the Total Profit Net of Equipment is approximately the same as in the prior year, down just \$22,497 for a three month period. This calculation is the best method of comparing the ongoing profits and/or losses for the program for the two years.

While this three-month review reflects profits, it is important to note that December and June, two future months with very few school days, but which generate the same employee costs as other months, will eat into those profits as the year progresses.

It should also be noted that, in an effort to freeze positions and reduce expenditures to the General Fund, the District has not filled the vacant Director of Food Services position. The Associate Superintendent for Business Services has filled this role. Savings to the General Fund resulting from this shift are approximately \$19,000. Additional savings are being accrued to the Food Services Fund, but in exchange for the loss of full time leadership for the department. Five kitchen supervisors have taken the responsibility to monitor each other's kitchens to ensure sanitation standards and state and federal compliance standards are maintained.

Staff is recommending that the District review the Director position vacancy after the January 10th Governor's budget proposal.

To date, the department staff have accomplished the following notable projects:

- Processed 3,709 free and reduced applications
- Verified/audited 113 applications in October
- Moved the Tracy High kitchen into the Williams kitchen to facilitate construction. Food was produced remotely and transported to Tracy High School daily from August through October
- Staff moved the kitchen a second time, this time from Tracy High into their new kitchen in October
- Created and analyzed new menus for fall and spring
- Purchased food from vendors, analyzed commodity options, and purchased commodity food from the state
- Started a breakfast program at Poet and Hirsch
- Will be starting universal breakfast programs at Jacobson and Villalovoz in January

FUNDING: There is no cost associated with this report.

RECOMMENDATION: Receive Report on Food Services Operations

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: December 1, 2010
SUBJECT: Conduct a Public Hearing Regarding the accepting State categorical funds and implementing flexibility authorized by SBX3 4

BACKGROUND: A public hearing is to be held to take testimony on the use of these funds, and for the permitting of Categorical funding to be used for salaries & related expenditures and educational purposes. The Enacted 2010/11 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorizes school districts to use funding received from the State for Tier Three programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for five years from 2008/09 through 2012/13 by Education Code 42605.

RATIONALE: The Enacted 2010/11 California State Budget reduces funding to education by \$8.6 billion. Education Code 42605 provides school districts the flexibility to use funds from Tier Three programs to other educational programs as deemed necessary. The State of California requires the Board of Education to approve the flexibility of the categorical funding on a yearly basis.

FUNDING: Not applicable.

RECOMMENDATION: Conduct a Public Hearing Regarding accepting State categorical funds and implementing flexibility authorized by SBX3 4.

Prepared by: Reed Call, Director, Financial Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: December 3, 2010
SUBJECT: Open Public Hearing on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6 (d).

BACKGROUND: In August 1998, ("SB-50") legislation was passed that made major changes in the State School Building Program as well as the level of permissible school mitigation fees. Education Code 17620 was amended to include the revised provisions of Government Code Sections 65995, 65995.5, 65995.6 and 65995.7. Prior to the passage of SB-50 school districts had the power to withhold land use approvals until the impact on school facilities was fully mitigated. These measures included the ability to levy mitigation payments in excess of the statutory fees also referred to as Level I fees. SB-50 limited the powers cities and counties had requiring mitigation of school facilities impact on new development. The amended law required school districts meet certain conditions in order to impose higher fees known as: Level II fees which are based on a 50% contribution from the State School Building Program and Level III fees which is based on 100% of the school facilities cost and may be imposed if the State School Building Program is out of bond funds.

The alternative fees must be adopted by resolution at the end of a public hearing period of not less than 30 days. The public hearing period is scheduled to begin on December 14, 2010 and will close at the January 25, 2011 board meeting.

RATIONALE: As a condition to levy alternative fees, TUSD must conduct and adopt a School Facilities Needs Analysis (SFNA). The purpose of the SFNA is to: establish the need for new school facilities for unhoused students attributable to new residential development over the next five years; establish the amount of the fees and demonstrate that the fees are proportionate and reasonable as related to the cost of future facilities within the District.

Due to the configuration of TUSD, two SFNAs have been developed, one for the K-12 boundaries of the District which yields Level II fees of \$5.32 and Level III fees of \$10.64 per square foot of residential construction. The statutory Level I fees are justified for the K-8 feeder Districts which are only responsible for mitigation of high school facilities only.

FUNDING: No funding implications

RECOMMENDATIONS: Open Public Hearing on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6 (d).

Prepared by: Bonny Carter, Director of Facilities and Planning

Tracy Unified School District
School Facilities Needs Analysis
Kindergarten – Grade 12
November 2010

Summary

The Governing Board of any school district is authorized to levy a fee, charge, dedication or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities. The amount of the fee, with the exceptions as stated in Sections 65995.5 and 65995.7 of Government Code, is limited to a specified amount, generally referred to as the "statutory" fee. Recent legislation also refers to the statutory fee as the Level I Fee. This fee is presently a maximum of \$2.97 per square foot of assessable area for new residential construction and a maximum of \$.47 per square foot of commercial/industrial construction.

Sections 65995.5 and 65995.7 of Government Code contain provisions which allow a school district to justify greater fees which are referred to as the Level II Fee and Level III Fee, if the school district meets specified legal requirements for eligibility and adopts a School Facility Needs Analysis (Government Code 65995.6).

This study titled the School Facility Needs Analysis finds that justification exists for levying Level II Fees and Level III Fees in the Tracy Unified School District in the amounts determined pursuant to Sections 65995.5, 65995.6 and 65995.7. The determination of Level II and III Fees is based the prescribed method of calculation documented in Government Code Section 65995.5 (c).

The calculation yields the representative cost per square foot for new residential construction for school facilities mitigation based on a number of factors that are documented through out this analysis. The results as calculated in accordance with the prescribed formula are noted below:

**Tracy Unified School District
Grade Kindergarten – 12 Attendance Boundaries
Mitigation Fees (2010 \$s)**

Level II Fee per Square Foot	\$5.32
Level III Fee per Square Foot	\$10.64

Eligibility Requirements

In order to impose Level II and Level III fees, the District must have met the eligibility requirements outlined in Government Code Section 65995.5. The conditions are as follows:

1. A school district must make a timely application to the State Allocation Board for new construction funding for which it is eligible; be determined by the Board to meet the eligibility requirements for new construction funding pursuant to the State Facilities Program and obtain a letter of determination of its eligibility requirements for new construction.
2. Conduct and adopt a school facilities needs analysis.
3. Satisfy at least two of the following requirements:
 - The district is a unified or elementary school district that has a substantial enrollment of its elementary school pupils on a multi-track year-round schedule. "Substantial enrollment" means that at least 30 percent of the district pupils in kindergarten and grades 1-6 inclusive, in the high school attendance area in which all or some of the new residential units identified in the needs analysis, are planned for construction.
 - The district has placed on the ballot in the previous four years a local general obligation bond to finance school facilities and the measure received at least 50 percent plus one of the votes cast.
 - The district meets one of the following:
 - a. The district has issued debt or incurred obligations for capital outlay in an amount equivalent to 15 percent of the district's local bonding capacity, including indebtedness that is repaid from property taxes, parcel taxes, the district's general fund, special taxes levied by vote of the landowners prior to November 4, 1998, and revenues received pursuant to the Community Redevelopment Law. Indebtedness or other obligation to finance school facilities to be owned, leased, or

used by the district, that is incurred by another public agency, shall be counted for the purpose of calculating whether the district has met the debt percentage requirement contained herein; or

b. The district has issued debt or incurred obligations for capital outlay in an amount equivalent to 30 percent of the district's local bonding capacity, including indebtedness that is repaid from property taxes, parcel taxes, the district's general fund, special taxes levied by vote of the landowners after November 4, 1998, and revenues received pursuant to the Community Redevelopment Law. Indebtedness or other obligation to finance school facilities to be owned, leased, or used by the district, that is incurred by another public agency, shall be counted for the purpose of calculating whether the district has met the debt percentage requirement contained herein.

- At least 20 percent of the teaching stations are relocatable classrooms.

Compliance with Statutory Requirements

The District satisfies all of the requirements necessary to conduct a School Facilities Needs Analysis. These requirements have been satisfied in the following manner:

- The District adopted a Resolution on February 23, 1999 electing to participate in the School Facilities Program. Eligibility was recently reestablished April 22, 2009 with the recertification of SAB Forms 50-01. Filing for construction eligibility satisfies the requirement for collecting Level II and Level III fees. The District's most current eligibility has been determined on SAB Form 50-01 and included as an Appendix.
- The District has placed a general bond measure on the ballot during the past four years and received at least 50 percent plus one of the votes cast.
- The District's outstanding debt or obligations is equal to approximate 26 % of the District's local bonding capacity.
- More than 33% of the District's teaching stations are in portable/relocatable classrooms.

Calculation of the Fees

In 1998, Senate Bill 50 outlined the methodology required for use in the calculation of Level II and Level Fees III and it is defined in Section 65995.5 (c) of Government Code as follows:

1. The identified number of unhoused pupils shall be multiplied by the appropriate new construction grant amounts provided in subdivision (a) of Education Code Section 17072.10 approved by the State Allocation Board as part of the State School Facilities Program. This sum shall be added to 50% of the site acquisition and development costs determined pursuant to Government Code 65995.5(h) for the number of acres determined to be necessary as set forth by Department of Education guidelines.
2. Deduct the full amount of local funds the governing board has dedicated to facilities necessitated by new construction and any proceeds from surplus property sales.
3. The resulting amount shall be divided by the projected total square footage of assessable space of residential units anticipated to be constructed during the next five year period.

Determination of Unhoused Students

The number of unhoused elementary, middle and high school students is based on the District's historical student generation rates from new residential units constructed within the kindergarten through 12th grade boundaries, during the previous five years for similar units expected to be constructed during the next five years. Table 1 indicates the student generation rates for Single Family Residential Units and Table 2 indicates the student generation rates for Multi-Family Residential Units. Actual student counts are listed in the Appendix.

Table 1
Student Generation Rates For Single Family Detached
Units Constructed During Previous 5 Years

School Level	Number of Students Matched	Number SFD Units	Student Generation Rates
Elementary K-5	1,020	2,941	0.35
Middle 6-8	521	2,941	0.18
High School 9-12	544	2,941	0.24
Total	2,242	2,941	0.76

Table 2
Student Generation Rates For Multi-Family Units
Constructed During the Previous 5 Years

School Level	Number of Students Matched	Number MF Units	Student Generation Rates
Elementary K-5	6	30	0.20
Middle 6-8	2	30	0.07
High School 9-12	4	30	0.13
Total	12	30	0.40

Projected Residential Units

Table 3 indicates number of units expected to be constructed within the kindergarten through 12th grade boundaries of the District. The units anticipated to be constructed over the next 5 years *.

Table 3
Future Units by Unit Type

Unit Type	Number of Future Units
Single Family Detached	500
Single Family Attached	0
Multi-Family	250
Total Future Units	750

The projected number of unhoused students is calculated by multiplying the future units in Table 3 by the student generation rates as indicated in Tables 1 and 2. It is anticipated that there will be an increase of 481 new students from within the K-12 boundaries of TUSD as indicated in Table 4.

Table 4
Projected Unhoused Students

School Level	Projected Unhoused Students Single Family Detached	Projected Unhoused Students Multi-Family	Total Unhoused Students
Elementary K-5	173	50	223
Middle 6-8	89	17	105
High School 9-12	119	33	153
Total	381	100	481

* At the time of this analysis, new development contiguous with the boundaries of the K-12 boundaries of the school District and the City of Tracy has been limited by measure A to 100 units per year with the exception of low-income housing which has been indicated as multi-family residential.

Amount of New School Construction Grants

The State School Facilities Program established the amount of new construction grants based on a statewide average of actual costs for elementary, middle and high school facilities. The State Allocation Board adjusts the grant amount annually to reflect the increases in construction costs. The grant amount also includes additional amounts for mandated requirements for fire alarm systems, sprinkler systems and labor compliance program costs. New construction grants per the State School Building Program represents 50% of the cost of construction. The current amount of new construction grants are indicated in Table 5 below:

Table 5
State School Building Program
Per Student New Construction Grant Amount (2010 \$'s)

School Level	New Construction Grant Amount
Elementary K-5	\$9,031
Middle 6-8	\$9,550
High School 9-12	\$12,076

Based on the number of new students that will be generated from anticipated residential units, the following represents the total construction cost that can be mitigated with alternative fees.

Table 6
Total New School Construction Amount

School Level	Projected Number of Unhoused Students	Per Grant Amount	New Construction Amount
Elementary K-5	223	\$9,031	\$ 2,017,619
Middle 6-8	105	\$9,550	\$ 1,005,061
High School 9-12	153	\$12,076	\$ 1,841,691
Total	481		\$ 4,864,371

Determination of Site Acquisitions Costs and Site Development Costs

Site acquisition costs per acre are based on both the actual costs of recent school construction projects, or on the value of comparable properties recently sold within the District's kindergarten through 12th grade boundaries. Site development costs are also based on recent costs of school construction projects as well as from estimates developed by the District's architect as projected for future construction projects. Estimates for site acquisition include the cost of environmental mitigation and estimates for site development include the cost of all required infrastructure and liquefaction remedies.

Table 7
Site Acquisition and Site Development Costs

School Level	Site Acquisition Cost per Acre	Site Development Cost per Acre
Elementary K-5	\$120,000	\$150,000
Middle 6-8	\$120,000	\$200,000
High School 9-12	\$150,000	\$300,000

School Site Acreage

Using the established guidelines published by the Department of Education for school site sizes, TUSD would need to acquire the recommended number of acres for new school sites based on the designated student capacity as indicated in the following table.

Table 8
Student Capacities and Site Acreage

School Level	Student Capacity	Site Acreage
Elementary K-5	750	13
Middle 6-8	1,200	25
High School 9-12	2,000	55

Based on the student capacity for future schools and the recommended site acreage, Table 9 indicates the total cost of site acquisition and site development.

Table 9
Site Acquisition and Site Development Costs of Future School Facilities

School Level	Site Acquisition Cost	Site Development Costs	Total Site Costs
Elementary K-5	\$1,560,000	\$1,950,000	\$3,510,000
Middle 6-8	\$3,000,000	\$5,000,000	\$8,000,000
High School 9-12	\$8,250,000	\$16,500,000	\$24,750,000
Total	\$12,810,000	\$23,450,000	\$36,260,000

School Sites Needed

The number of school sites needed to house students from future residential units is indicated in Table 10. Although these figures represent only a portion of a school, ultimately an entire school will need to be completed to accommodate future students expected with the build-out of all residential property within the kindergarten through 12 grade boundaries of the District in future years.

Table 10
School Sites Needed

School Level	Projected Unhoused Students	Design Capacity of Future School	Total Sites Needed
Elementary K-5	223	750	0.30
Middle 6-8	105	1,200	0.09
High School 9-12	153	2,000	0.08

Total Site Acquisition and Site Development Costs

Total site costs represented in Table 11 are calculated based on the number of sites needed to house students generated from future residential units.

Table 11
Total School Site Acquisition and Site Development Costs

School Level	Total Sites Needed	Site Costs	Total Site Costs
Elementary K-5	0.30	\$3,510,000	\$1,045,561
Middle 6-8	0.09	\$8,000,000	\$701,613
High School 9-12	0.08	\$24,750,000	\$1,887,317

Level II Mitigation Amounts

The final calculation of Level II fees includes the construction grant amount which represents 50% of actual construction cost. Site acquisition and site development costs amounts cannot exceed half the amount of the actual cost. Table 12 factors these cost to represent 50% of the total cost.

Table 12
Level II Site Costs

School Level	Total Site Costs	Multiplier	Level II Fee Site Costs
Elementary K-5	\$1,045,561	50.00%	\$522,780
Middle 6-8	\$701,613	50.00%	\$350,807
High School 9-12	\$1,887,317	50.00%	\$943,659

The total construction grant amount needs to be added to the site acquisition and development costs to reflect the total mitigation amount used to determine Level II fees that can be applied to new residential construction. This amount is represented in Table 13 below:

Table 13
Level II School Facility Costs

School Level	Total New Construction Grant Amount	Level II Fee Site Costs	Level II Mitigation Amount
Elementary K-5	\$2,017,619	\$522,780	\$2,540,400
Middle 6-8	\$1,005,061	\$350,807	\$1,355,868
High School 9-12	\$1,841,691	\$943,659	\$2,785,350
Total	\$4,864,371	\$1,817,246	\$6,681,617

Before the final Level II Fee mitigation amount can be calculated the District must deduct for any capital funds that are available for new construction and for the proceeds from sale of any surplus property.

Determination of Existing Funds Available for New Construction

When determining the amount of funds necessary to meet the District's facilities needs the District must consider whether there are existing funds available to construct new facilities. If any funds are available they must be deducted from the facilities costs used to calculate the alternative fees.

- a. Identify and consider any surplus property owned by the District that can be used as a school site or sold to finance school construction. The District does not have surplus property that can be sold to fund new construction.
- b. Consider if projected enrollment growth can be accommodated in existing school capacity. TUSD has no available capacity to house students generated from anticipated residential units that do not have pre-existing mitigation agreement for school fees. Table 14 indicates that there is currently no existing capacity in District schools.
 - The District has capacity to house 15,796 school students. Capacity was determined by loading District-owned classrooms according to Education Code Section 17071.10 as provided for in the OPSC eligibility determination forms. Form SAB 50-02, has been attached in the Appendix, and has been updated to include any new construction subsequent to the District's initial eligibility determination. To determine the District's capacity, standard K-6 classrooms are loaded at 25 students per classroom; standard 7-12 classrooms are loaded at 27 students per classroom and non-severe special day classrooms are loaded at 13 students per classroom.
 - Current Enrollment is based on the student count based on the California Basic Enrollment Data (CBEDS) date for the 2009/10 school year.

Table 14
Existing School Facilities Capacity and Enrollment

School Level	2009/10 Capacity	2009/10 Enrollment	Excess/(Shortage)
Elementary K-5	5,963	6,842	(879)
Middle 6-8	1,701	3,566	(1,865)
High School 9-12	7,911	6,487	1,424
SDC	221	526	(218)
Total	15,796	17,421	(1,538)

c. Identify and consider other local sources of funds are available to construct or reconstruct school facilities. No other local revenues are available to TUSD for new construction.

- General Obligation Funds – The District passed a general obligation bond in June 2006 and in November 2008; however bond funds are designated for specific projects, not for the construction of new facilities.
- Other Local Funds – Funds collected from existing developer agreements are earmarked for specific projects.
- Mitigation agreements – The District has mitigation agreements for some of the residential development within the District's boundaries and they are encumbered for specific projects that house growth students from these developments.

Table 15
Level II Mitigation Amount Net Local Funds Available

School Level	Level II Mitigation Amount
Level II Mitigation Amount	\$ 6,681,617
Local Funds Available	\$ 0
Total Level II Mitigation Amount	\$ 6,681,617

Determination of Total Square Footage of Residential Construction

Included in the Appendix is data collected by the District for single family homes constructed during the past 10 years. Square footage per unit averaged 2,111 square feet. Multi-family residential units have been estimated to average 800 square feet. Total residential square footage for future housing units is based upon the average square footage per unit type multiplied by the number of residential units anticipated to be constructed during the next five years. This amount is equal to 1,255,500 square feet in residential construction.

Table 16
Estimated Total Residential Square Footage for Residential Units

Unit Type	Future Units	Average Square Footage	Total Square Footage
SFD	500	2,111	1,055,500
SFA	0	1,200	0
Multi-Family	250	800	200,000
Total			1,255,500

Level II Fees

The final calculation which establishes the amount of the Level II fees is based on the total mitigation amount indicated in Table 15 divided by the total square feet of new residential construction in Table 16.

Table 17
Amount of Level II Fees
Per Square Foot Residential Construction

	Amount
Level II Mitigation Amount	\$6,681,617
Total Square Feet	1,255,500
Level II Fee per Square Foot	\$5.32

Calculation of Level III Fees

Pursuant to Section 65995.7, Level III Fees is the maximum amount per square foot of new school facilities cost that may be imposed on new residential construction when no State School Building Program funds are available. The amount of Level III fees is calculated in Table 18.

Table 18
Amount of Level III Fee Mitigation Amount

	Amount
Level II Mitigation Amount	\$6,681,617
Unfunded 50%	\$6,681,617
Level III Mitigation Amount	\$13,363,234

Level III Fees

The final calculation which establishes the amount of the Level III fees is based on the total mitigation amount indicated in Table 18 divided by the total square feet of new residential construction in Table 17.

Table 19
Amount of Level III Fees
Per Square Foot Residential Construction

	Amount
Level III Mitigation Amount	\$13,363,234
Total Square Feet	1,255,500
Level III Fee per Square Foot	\$10.64

Appendix

SCHOOL DISTRICT Tracy Joint Unified School District	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 75499
COUNTY San Joaquin	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable) K-12, Including Feeders 07/08

Check one: ☒ Fifth-Year Enrollment Projection ☐ Tenth-Year Enrollment Projection

HSAA Districts Only - Check one: ☐ Attendance ☐ Residency
☐ Residency - COS Districts Only - (Fifth Year Projection Only)

☐ Modified Weighting (Fifth-Year Projection Only)
☐ Alternate Weighting - (Fill in boxes to the right):

	3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current

Part G. Number of New Dwelling Units
 (Fifth-Year Projection Only) 3530

Part H. District Student Yield Factor
 (Fifth-Year Projection Only) .935

Part A. K-12 Pupil Data

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
	/	/	/	/	2004 / 2005	2005 / 2006	2006 / 2007	2007 / 2008
K					1459	1572	1554	1640
1					1600	1572	1665	1678
2					1578	1657	1638	1698
3					1629	1660	1715	1672
4					1642	1644	1710	1766
5					1671	1670	1683	1710
6					1633	1700	1719	1747
7					1638	1659	1727	1704
8					1615	1671	1687	1720
9					1588	1613	1709	1657
10					1506	1493	1554	1612
11					1401	1378	1420	1449
12					1043	1225	1189	1179
TOTAL					20003	20514	20970	21232

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
13810	4113	7626	25549

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	294	184	478
Severe	39	26	65
TOTAL	333	210	

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
				0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9					3	0	0	2
10					39	36	27	22
11					28	28	23	50
12					74	95	107	165
TOTAL					144	159	157	239

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	258	171	429
Severe	34	24	58
TOTAL	292	195	

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	2004 / 2005	2005 / 2006	2006 / 2007	2007 / 2008

Part F. Birth Data - (Fifth-Year Projection Only)

☐ County Birth Data ☐ Birth Data by District ZIP Codes ☐ Estimate ☐ Estimate ☐ Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

Bonny Carter

SIGNATURE OF DISTRICT REPRESENTATIVE

Bonny Carter

DATE

2/24/09

TELEPHONE NUMBER

(209)830-3200

E-MAIL ADDRESS

bccarter@tusd.net

ENROLLMENT CERTIFICATION/PROJECTION

OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SAB 50-01 (REV 06/08)

Page 5 of 5

SCHOOL DISTRICT Tracy Joint Unified School District	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 75499
COUNTY San Joaquin	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable) K-8, No Feeders 07/08

Check one: ☒ Fifth-Year Enrollment Projection ☐ Tenth-Year Enrollment ProjectionHSAA Districts Only - Check one: ☐ Attendance ☐ Residency☐ Residency - COS Districts Only - (Fifth Year Projection Only)☐ Modified Weighting (Fifth-Year Projection Only)☐ Alternate Weighting - (Fill in boxes to the right):

3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current

Part G. Number of New Dwelling Units
(Fifth-Year Projection Only)Part H. District Student Yield Factor
(Fifth-Year Projection Only)

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
8520	2275	0	10795

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	267	0	267
Severe	35	0	35
TOTAL	302	0	

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

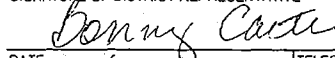
I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

Bonny Carter

SIGNATURE OF DISTRICT REPRESENTATIVE



DATE

2/24/09

TELEPHONE NUMBER

(209)830-3200

E-MAIL ADDRESS

bcarter@tusd.net

Part A. K-12 Pupil Data

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
	/	/	/	/	2004 / 2005	2005 / 2006	2006 / 2007	2007 / 2008
K					1065	1147	1106	1135
1					1193	1126	1190	1163
2					1173	1205	1156	1188
3					1225	1213	1225	1150
4					1246	1203	1214	1231
5					1271	1252	1192	1183
6					1242	1258	1243	1198
7					1241	1228	1254	1214
8					1248	1254	1240	1248
9					0	0	0	0
10					0	0	0	0
11					0	0	0	0
12					0	0	0	0
TOTAL					10904	10886	10820	10710

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
				0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9					0	0	0	0
10					0	0	0	0
11					0	0	0	0
12					0	0	0	0
TOTAL					0	0	0	0

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	258	0	258
Severe	34	0	34
TOTAL	292	0	

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	2004 / 2005	2005 / 2006	2006 / 2007	2007 / 2008

Part F. Birth Data - (Fifth-Year Projection Only)

☐ County Birth Data ☐ Birth Data by District ZIP Codes ☐ Estimate ☐ Estimate ☐ Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current



TRACY

UNIFIED SCHOOL DISTRICT



Fall 2009

Student Generation Report

Prepared By



Davis Demographics & Planning

11850 Pierce Street, Suite 200
Riverside, California 92505
951-270-5211
April 2010

INTRODUCTION

The Tracy Unified School District has contracted with Davis Demographics & Planning, Inc. (DDP) to update the Student Generation Rates (SGR) for future developments. SGRs are one of the critical components of facility planning.

When analyzing the impacts of development, student generation rates are used to project the number of students who will eventually be part of a new community. The data is used to determine if and when new school facilities will be needed.

In most cases DDP will examine existing housing within the school district that has been built in the last five years (since 2005) to see the average number students generated by a particular type of housing, i.e. Single Family Detached (SFD), Multi-Family Attached (MFA), Apartments (APT). For this study it was necessary to expand the years to six (since 2004) in order to obtain a large enough sample size.

Data Used for Analysis

Two sets of data are required to calculate Student Generation Rates: a current student file (provided by the District) and current housing unit data (taken from the San Joaquin County GIS department).

Student Addresses - Geocoded, or address matched, student data from Fall 2009 is matched to the current street data file. The student data file was obtained from Tracy USD and the elementary school districts that send their students to Tracy USD high schools.

Assessor Parcel Polygons - A parcel polygon data set of all the property in the Tracy USD and feeder district boundaries was obtained from the San Joaquin County GIS department. District staff provided a list of housing projects that were completed in the last 10 years to select for the study.

Methodology

The housing developments completed in the last 10 years were located in the parcel data set using ArcGIS (a Geographic Information System software). For each of the areas of interest the parcel polygons were examined on aerial photographs and then selected and the students that reside within those homes were selected. The ratio of students to homes is then calculated to determine the Student Generation Rate. The total number of units for that housing type then divides the number of current students residing in each housing type. $\text{Student Generation Rate} = \text{Number of Students} \div \text{Number of homes}$.

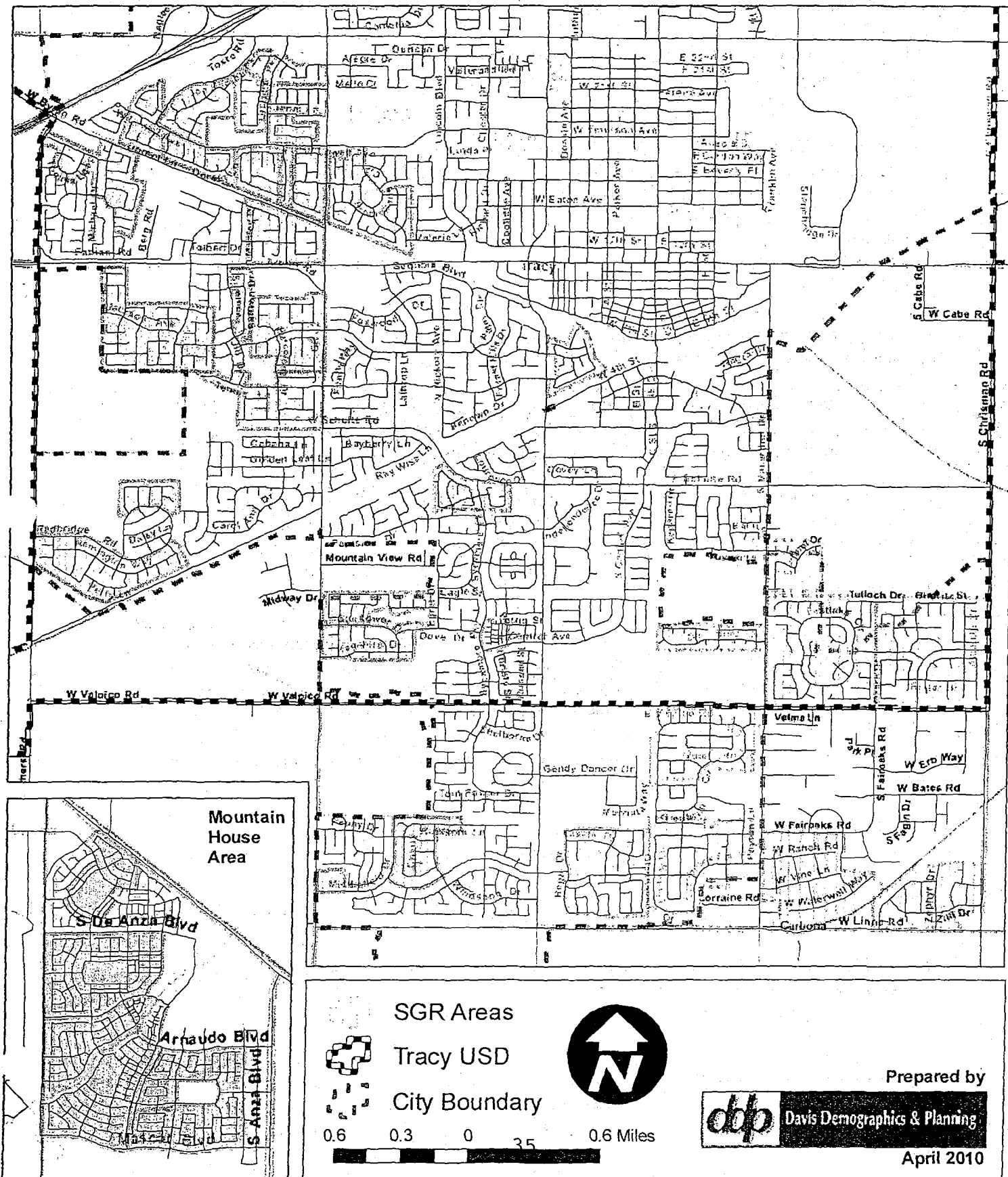
Three areas were studied; developments within the Tracy USD boundary, developments within the feeder districts that are in the city of Tracy and developments within the feeder districts that are in the County. There was not a large enough sample size of MFA for each of these areas so all three areas were combined for the MFA factor. There was also not enough apartment units to select for this study and no known apartments are planned in the future.

The following pages contain a map showing the areas studied and the calculations for the three areas as well as an overall rate for all areas.



TRACY UNIFIED SCHOOL DISTRICT

Student Generation Rate Study Areas



Calculations

Single Family Detached

Tracy USD Boundary

SFD	
Units =	2941
2004-2010	GK-5
Students	1020
SGR	0.347

SFD	
Units =	2941
2004-2010	G6-8
Students	521
SGR	0.177

SFD	
Units =	2941
2004-2010	G9-12
Students	701
SGR	0.238

SFD	
Units =	2941
2004-2010	GK-12
Students	2242
SGR	0.762

City of Tracy (Outside Tracy USD Boundary)

SFD	
Units =	1353
2004-2010	GK-5
Students	651
SGR	0.481

SFD	
Units =	1353
2004-2010	G6-8
Students	350
SGR	0.259

SFD	
Units =	1353
2004-2010	G9-12
Students	396
SGR	0.293

SFD	
Units =	1353
2004-2010	GK-12
Students	1397
SGR	1.033

County

SFD	
Units =	3125
2004-2010	GK-5
Students	1121
SGR	0.359

SFD	
Units =	3125
2004-2010	G6-8
Students	507
SGR	0.162

SFD	
Units =	3125
2004-2010	G9-12
Students	440
SGR	0.141

SFD	
Units =	3125
2004-2010	GK-12
Students	2068
SGR	0.662

Total
All Areas

SFD	
Units =	7419
2004-2010	GK-5
Students	2792
SGR	0.376

SFD	
Units =	7419
2004-2010	G6-8
Students	1378
SGR	0.186

SFD	
Units =	7419
2004-2010	G9-12
Students	1537
SGR	0.207

SFD	
Units =	7419
2004-2010	GK-12
Students	5707
SGR	0.769

Multi-Family Attached

Tracy USD Boundary

MFA		MFA		MFA		MFA	
Units =	30	Units =	30	Units =	30	Units =	30
2004-2010	GK-5	2004-2010	G6-8	2004-2010	G9-12	2004-2010	GK-12
Students	6	Students	2	Students	4	Students	12
SGR	0.200	SGR	0.067	SGR	0.133	SGR	0.400

City of Tracy (Outside Tracy USD Boundary)

MFA		MFA		MFA		MFA	
Units =	156	Units =	156	Units =	156	Units =	156
2004-2010	GK-5	2004-2010	G6-8	2004-2010	G9-12	2004-2010	GK-12
Students	18	Students	6	Students	18	Students	42
SGR	0.115	SGR	0.038	SGR	0.115	SGR	0.269

County

MFA		MFA		MFA		MFA	
Units =	360	Units =	360	Units =	360	Units =	360
2004-2010	GK-5	2004-2010	G6-8	2004-2010	G9-12	2004-2010	GK-12
Students	21	Students	4	Students	14	Students	39
SGR	0.058	SGR	0.011	SGR	0.039	SGR	0.108

**Total
All Areas**

MFA		MFA		MFA		MFA	
Units =	546	Units =	546	Units =	546	Units =	546
2004-2010	GK-5	2004-2010	G6-8	2004-2010	G9-12	2004-2010	GK-12
Students	45	Students	12	Students	36	Students	93
SGR	0.082	SGR	0.022	SGR	0.066	SGR	0.170

Developments Used

SUBDIVISION	DEVELOPER	TOTAL DWELLIN G UNITS	TOTAL PERMITS PULLED	DATE LAST PULLED
CITY DEVELOPMENTS - All Schools				
Alden Meadows	Castle	84	84	08/2005
Eastgate I & II (Sterling Classics)	Meritage Homes	112	112	08/2006
Elissagary Ranch	Suncrest	183	183	05/2005
Elissagary Ranch	Richmond American	119	119	05/2006
Elissagary Ranch	Pulte Homes	71	71	06/2005
Forest Greens II Multi	Palimeno/B&D	44	30	07/2006
Huntington Park	Award Homes	388	388	07/2004
Larkspur Estates (Ashley Park)	Bright Dev.	180	166	08/2004
Meadowood IV (Cintra Park West)	Kimball Hill Homes	38	37	05/2006
Muirfield IX (Oxford Square)	Standard Pacific	84	84	6/2009
Presidio/Lourence Ranch	Standard Pacific	550	550	03/2004
Redbridge	Standard Pacific	150	150	03/2005
Redbridge	Surland Dev.	288	288	03/2004
Ryland Junction (Tracy Estates)	Ryland	186	186	04/2004
San Marco	SEI	209	209	01/2006
San Marco	Warmington	234	234	11/2006
Sterling Park	Meritage Homes	265	265	02/2004
Tracy Place	C.F.Y. Dev.	50	50	11/2005
Yosemite Vista	Bright Dev.	166	58	03/2010
CITY DEVELOPMENTS - High School Only				
Edgewood - Multi	Fairfield Dev.	156	156	08/2004
Edgewood	Lafferty	229	229	08/2006
Garden Square	Shea Homes	375	375	04/2004
Glenbriar	Westco/Homestead	677	655	09/2006
COUNTY DEVELOPMENTS - High School Only				
Fairoaks I/Castello Estates	Castello	48	41	10/2006
Fairoaks II/Castello Estates	Castello	35	28	11/2006
Lindy Estates		18	13	05/2006
Linne Estates / Carbona Station, Unit 1	Ryland	72	71	05/2006
Linne Estates / Carbona Station, Unit 2	Ryland	36	28	06/2005
Linne Estates / Carbona Station, Unit 3	Ryland	28	27	10/2005
Mt. House "E", Unit 1	Lennar	136	136	06/2006
Mt. House "E", Unit 2	Centex	124	107	05/2007
Mt. House "E", Unit 3	Lennar	108	108	05/2006
Mt. House "E", Unit 4	Pulte Homes	136	136	12/2005
Mt. House "E", Unit 5	Lennar	77	77	03/2006
Mt. House "E", Unit 6	Pulte Homes	73	73	05/2006

Mt. House "E", Unit 7	Lennar	105	105	04/2007
Mt. House "E", Unit 8	Pulte Homes	81	81	12/2006
Mt. House "E", Unit 9	Lennar	100	100	11/2007
Mt. House "E", Unit 10	Centex	100	100	02/2007
Cambridge Place - West Mt. House "E", Multi family (Condos)		143	143	08/2007
Cambridge Place - East Mt. House "E", Multi family (Condos)		165	165	12/2007
Mt. House "F", Unit 1	Lennar	172	172	05/2004
Mt. House "F", Unit 2	Lennar	215	215	03/2004
Mt. House "F", Unit 3	Lennar	112	112	04/2004
Mt. House "F", Unit 4	Lennar	128	128	05/2004
Mt. House "F", Unit 5	Lennar	109	109	08/2005
Mt. House "F", Unit 6	Pulte Homes	115	115	11/2004
Mt. House "F", Unit 7	Pulte Homes	81	81	06/2004
Mt. House "F", Unit 8	Pulte Homes	47	47	06/2005
Mt. House "G", Unit 1	Lennar	103	75	06/2008
Mt. House "G", Unit 2	Lennar	124	80	06/2008
Mt. House "G", Unit 3	Pulte Homes	95	95	04/2008
Mt. House "G", Unit 4	Centex	88	45	01/2008
Mt. House "G", Unit 5	Centex	87	87	11/2007
Mt. House "G", Unit 6	Lennar	53	52	07/2008
Mt. House "G", Unit 7	Pulte Homes	89	72	05/2009
Mt. House "G", Unit 8	Pulte Homes	69	59	05/2009
Mt. House "G", Unit 9	Pulte Homes	89	94	02/2010
Mt. House "G", Unit 10	Lennar	93	70	12/2008
Mt. House "H", Unit 7	Shea Homes	111	22	09/2009
Mt. House "H", Unit 9	Shea Homes	117	29	02/2010
Mt. House "H", Unit 10	Shea Homes	93	31	02/2010

SCHOOL DISTRICT Tracy Joint Unified School District	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 75499
COUNTY San Joaquin	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

PART I - Classroom Inventory	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> ADJUSTED	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms								
Line 2. Portable Classrooms leased less than 5 years								
Line 3. Interim Housing Portables leased less than 5 years								
Line 4. Interim Housing Portables leased at least 5 years			1			4		5
Line 5. Portable Classrooms leased at least 5 years								
Line 6. Portable Classrooms owned by district			135	42	58			235
Line 7. Permanent Classrooms			179	50	236	17		482
Line 8. Total (Lines 1 through 7)			315	92	294	21		722

PART II - Available Classrooms	K-6	7-8	9-12	Non-Severe	Severe	Total
Option A.						
a. Part I, line 4	1			4		5
b. Part I, line 5						
c. Part I, line 6	135	42	58			235
d. Part I, line 7	179	50	236	17		482
e. Total (a, b, c, & d)	315	92	294	21		722

Option B.	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	315	92	294	21		722
b. Part I, lines 1, 2, 5 and 6 (total only)						235
c. 25 percent of Part I, line 7 (total only)						121
d. Subtract c from b (enter 0 if negative)	90	29	-1	-4		114
e. Total (a minus d)	225	63	293	17		603

PART III - Determination of Existing School Building Capacity	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	5,625	1,701	7,911	221	0
Line 2. SER adjustment	335				
Line 3. Total of lines 1 and 2	5,963	1,701	7,911	221	

I certify, as the District Representative, that the information reported on this form is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district; and,
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE		DATE
NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)	E-MAIL ADDRESS	TELEPHONE

SUBDIVISIONS	# Homes 06	Avg. sq. ft.	
Foothill Ranch	81	n/a	0
Buena Vista	90	n/a	0
Foothill Vista	125	2,132	266,500
Sterling Estates	107	1,992	213,144
Sienna Park	151	1,649	248,999
Belconte South	107	2,658	582,102
Belconte North	112	incl. above	0
Pheasant Run	109	2,484	270,756
Meadowood	158	2,150	339,700
Laurel Brook	110	1,528	168,080
Park Atherton	191	2,260	431,660
Bridle Creek	169	1,796	303,524
Woodfield	519	2,427	1,259,613
Muirfield 7	145	2,789	404,405
Alden Meadows	214	2,584	552,976
TOTAL	2388	2,584	6,170,592
Avg. Sq Ft. per Home	2111.164		2111.164



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: December 1, 2010
SUBJECT: Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Discovery School (4-8).

BACKGROUND: A Public Hearing requirement is a required component of the Charter Renewal Process. The California Education Code requires that the Board of Trustees renders a final decision on the renewal application within 60 days of the date of submission of the charter application. The Board of Trustees may approve a charter renewal application if they are satisfied that the charter is consistent with the requirements set forth in the Tracy Unified School District's Charter School Board Policy 0420.4, Administrative Regulation 0420.4 and the Charter School Provisions of the California Education Code, 47607.

RATIONALE: Discovery School's 5-year charter will expire at the end of the 2010- 2011 school year. Discovery School has submitted the charter for a 5-year renewal per Education Code 47607. Tracy Unified School District staff and legal counsel have extensively reviewed Discovery School's renewal application to determine if they meet the guidelines and criteria set forth in the Charter School Provisions of the California Education Code, 47607; Tracy Unified School District Board Policy 0420.4 and Administrative Regulation 0420.4. Currently the petition is in draft form and changes may be made prior to submission of the final version of the charter petition to the Tracy Unified District Board.

FUNDING: Not applicable.

RECOMMENDATION: Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Discovery School (4-8).

Prepared by: Linda Dopp, Director of Alternative Programs

CHARTER RENEWAL
For
DISCOVERY CHARTER SCHOOL
JULY 1, 2011 THROUGH JUNE 30, 2016
A CALIFORNIA PUBLIC CHARTER SCHOOL

Introduction

It is the intent of the Legislature, in enacting the Charter Schools Act of 1992, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of differentiated and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- (g) Provide a viable model within the public school system to stimulate continual improvements in all public schools.

The Charter Schools Act ("Act") (Education Code Sections 47600 et seq.) requires each charter school to have a "charter" that outlines, at a minimum, the sixteen (16) components set forth in Section 47605((b)(5)) of the Act. The following provisions of this charter set forth the required components under Section 47605 of the Act.

AFFIRMATIONS/ASSURANCES

As the authorized lead petitioner, I, Virginia Stewart, Executive Director, hereby certify that the information submitted in this second renewal petition for the Discovery Charter School, a California public charter school operated by Tracy Learning Center, a California nonprofit public benefit corporation, which is located within the boundaries of the Tracy Unified School District is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Discovery Charter School or "Charter School":

1. Shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
2. Shall be deemed the exclusive public school employer of the employees of the Discovery Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (b)(5)(O)]
3. Shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
4. Shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
5. Shall admit all students who wish to attend the Discovery Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case the applications are added to the waiting list in order of receipt. Admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. [Ref. Education Code Section 47605(d)(2)(A)-(B)]
6. Shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code). [Ref. Education Code Section 47605(d)(1)]
7. Shall adhere to all provisions of federal law applicable to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
8. Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
9. Shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(l)]

10. Shall at all times maintain all insurance coverage required by applicable law.

11. Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D)

12. If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]

13. Will follow any and all other federal, state, and local laws and regulations that apply to the Discovery Charter School including but not limited to:

a. The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

b. The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.

c. The Charter School shall comply with all geographic requirements imposed by applicable law on the locations of its facilities.

d. The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment.

e. The Charter School shall comply with all applicable portions of the No Child Left Behind Act.

f. The Charter School shall comply with the Public Records Act.

g. The Charter School shall comply with the Family Educational Rights and Privacy Act.

h. The governing board of Tracy Learning Center which operates the Charter School shall comply with the Ralph M. Brown Act.

i. The Charter School shall meet or exceed the legally required minimum of school days.

Lead Petitioner

Date

1. THE EDUCATIONAL PROGRAM

"A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners." Education Code Section 47605(b)(5)(A).

A Vision for Learning in the 21st Century

The Discovery Charter School ("Discovery Charter School" or "DCS" or "School") is operated by Tracy Learning Center, a California nonprofit public benefit corporation ("Tracy Learning Center" or "Corporation"). The Tracy Learning Center is an innovative collaborative where the threads of education, business and research are woven into a compelling new learning opportunity in which students of all ages, parents, the community and business are active participants and true partners. The Tracy Learning Center is a place where learning results from accessing information through continuous dynamic interactions. Tracy Learning Center, as a whole, includes kindergarten through college level educational programs that are a vital part of the learning and training of our future citizens; and as a middle school, DCS serves students in the 5th through 8th grades.

The Tracy Learning Center is a unique experience where education, business and research organizations create a world of learning not confined by walls, time or traditional resources. It is a place where every student uses state of the art technology to enable learning through continuous dynamic interaction among students, educators, parents, business and the extended community.

Discovery Charter School Mission Statement

The mission of the Discovery Charter School is to equip students age nine through fourteen with the skills necessary to better understand themselves, their relationship with learning and their responsibility as a citizen of the 21st Century. The school will meet the needs of every student by making possible engaging, relevant, and intellectually challenging learning opportunities that are at the appropriate level of intervention to meet individual needs.

The educational climate will foster student learning utilizing different modalities and will provide a non-threatening environment in which learners are motivated. The teachers will act as facilitators providing opportunities for small group instruction and individualized learning. Teachers will also create a community which empowers students to discover the unique qualities of their own learning.

Whom does the School educate?

Tracy's diversity is represented in present enrollment at the School. It represents the demographics of Tracy and other Tracy and Jefferson School District schools. Faculty will increase as needed to maintain small class sizes (approximately 30:1). The admissions lottery and procedures are described in Section 8, Admissions and Requirements.

	Grade Level	Year 2010-11 # of Students	Year 2011-12 # of Students	Year 2012 - 13 # of Students	Year 2013 - 14 # of Students	Year 2014 - 15 # of Students	Year 2015-16 # of Students
Middle School	5 th Grade	90	90	90	90	90	135
	6 th Grade	90	90	90	90	135	135
Pre High School Academy	7 th Grade	90	90	90	135	135	135
	8 th Grade	90	90	90	135	135	135
	Totals	360	360	360	450	495	540

Chart 1 – Student Population by Year

Enrollment will increase as facilities are generated either through building on another site or moving the high school to a new facility. Full enrollment for Discovery will be 135 per grade level making up three distinct teams of 180.

The following describes Discovery's demographics for the academic year 2010-11 as well as the previous year.

Academic Year	Asian	Pacific Islander and Filipino	Hispanic/Latino	African American	Caucasian	Other
2009-10	16.2%	1.0 %	23.7 %	12.0 %	37.3%	9.8 %
2010-11	18.4%	0.8 %	25.4 %	11.9 %	35.1%	8.4 %

Curriculum and Content:

Discovery Charter School is named with the student population needs in mind. The school recognizes that the middle years are a difficult time of passage for students. While the students continue to develop academically, they have new concerns about their body image, peer acceptance, and a new awareness of the opposite sex. They are emerging as young adults one day, worried about future careers, and the next day retreating into the shelter of childhood. This is a time of introspection, a time of learning about self and others, hence the name Discovery Charter School.

The focal point for study at this school is the discovery of one's self as a learner, as a peer, and as a member of the larger community. Students assess their strengths and weaknesses as well as their approaches to learning. They realize their unique talents and appreciate those of others. While self-esteem through success as a learner is paramount, students are encouraged to pursue other talents or approaches to learning that are not as natural or easy for them. The Discovery Charter School emphasizes certain core values including honesty, inventiveness, healthy living, curiosity, a balance of interests and respect. These core values guide the actions of the students and help them to grow socially and emotionally as they engage in challenging individual and team activities. There are close school-family partnerships and positive role modeling from the older students in the multi-age setting as well as from the staff. Students master their academic studies by experiencing a balance of group instruction and meaningful interdisciplinary projects.

Technology is a key element for curriculum delivery and project work. The projects and the instruction focus on transfer of learning from one subject area to others in a seamless curriculum. The curriculum has been developed to meet all statewide standards as adopted by the California State Board of Education.

Student Needs and Instructional Strategies:

The program at Discovery Charter School, addresses many pressing issues in education today: the need for a longer and continuous school year, a smaller student-teacher ratio (no more than 30:1 ratio) within a smaller team setting.

It has long been recognized that the traditional school calendar no longer meets the needs of today's urban society. The School's program takes the concept of year-round education one step further by initiating a true year-round program of 205 days, mirroring more closely the world of business. While the students do have vacations at traditional times, the academic calendar is seamless which eliminates the need for repeated instruction and allows for continuous and accelerated learning. The program addresses the need for relevant and challenging learning opportunities in a small group setting that is designed to accommodate individual learning styles. Further, the State of California has recognized a growing need for the integrated implementation of technology within the school setting. The School continues the integrated use of technology begun with its creation in 2001 by continually upgrading and increasing its inventory.

Technology is a key element for curriculum delivery and project work. The projects and the instruction focus on transfer of learning from one subject area to others in a seamless curriculum. The transfer of learning is enhanced by connecting grade level courses with school wide theme for each school year. The curriculum meets all statewide standards as adopted by the California State Board of Education.

The instructional strategies designed to meet student needs are built upon the following significant characteristics of learning for the 21st century:

Not confined to a single place: Learning is not confined to the classroom. Rather anyone, anywhere has access to worldwide resources with personal, wireless, pocket technology. Learning, thus, is wherever students and staff are.

Not confined to a time: What truly sets Discovery Charter School and Tracy Learning Center apart from other public schools is an extended academic year of 205 days designed to include the traditional extra time other school provide through optional summer school. This coupled with extended school day hours provides students with a learning time advantage.

Not confined to a single person: The School is not organized around state standards only, rather the needs of students at different levels of skill and ability are considered. Grouping for instruction is based on previous academic achievement particularly in math. Students are grouped for instruction to allow for individual and supportive help from their teachers.

Not confined to a single style: Instruction is differentiated to meet the needs of diverse learners within learning group settings. The school uses a variety of assessment strategies as well as instructional delivery techniques.

Not confined to paper based information: Traditional textbook instruction is no longer the primary source of information. Students and staff utilize current multimedia resources for learning and demonstrating knowledge.

Not confined to memorization: Historically, academic success has been based on a student's ability to memorize. What is needed is a shift from equating success with rote learning to effective analytical processing skills. With the amount of information doubling in increasingly shorter periods of time and the availability of more powerful search engines, students' perception of information and their application of this knowledge become critical and expected at Discovery.

Communication skills: Emphasis is placed on all forms of communication. Students are instructed in forms of writing as well as ways to present information orally.

Reading and writing skills: Reading all forms of literature and non-fiction are included in the language arts classes as well as in Reading Comprehension and Grammar Masters. The students are placed in a reading Zone based on testing for Accelerated Reading and are tested on the books they read. Writing is a focal part of the language arts program.

Problem solving and critical thinking: Students engage in project based learning in several of the curriculum areas each year. Projects are connected to unit learning in math, science and social studies as well as an outcome of literature. Students not only apply information, they work in cooperative groups to complete tasks.

Information literacy: This involves the ability to move beyond simple data to significant information. It includes recognizing trends in a rapidly changing world, utilizing complex search techniques, determining appropriate media for specific projects, interpreting graphical representations, and understanding technical manipulation and bias in a multimedia environment. Students now take a course called Research and Design one trimester each year to help develop these skills. They are also required to complete an integrated project each year dealing with current events and the connection to Discovery themes.

Technology as a tool: The focus is not on technology itself, but on tasks with technology as a vehicle for learning and communicating. Linking the school to the home, as well as to the global community, technology enables us to work smarter rather than just harder. Students learn how to use movie maker, Word, Excel and Powerpoint to present information they have learned.

Personal skills: The "new 21st century" essential skills in this area include goal setting, self-assessment, entrepreneurship, team learning/working, time management, and stress management for an environment of unrelenting change. Students engage in a course each day called character and careers. Over the four years at Discovery, students learn how to sharpen and develop these skills.

2. Measurable Pupil Outcomes

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program." Education Code Section 47605(b)(5)(B).

Students of Discovery Charter School demonstrate the following skills, which have been developed to align with state standards, before completion of the 8th Grade year:

Core Academic Skills.

- **History/Social Studies:** Students have a world view and a sense of world history as well as a clear understanding of the foundation of the United States through to the Civil War time period. They understand, through the discussion of current events, the relationship of the past to present world conditions.
- **Mathematics:** Higher achieving students have mastered the basic elementary skills for math and demonstrate proficient mastery of Algebra. Students in the average math groups are well prepared to perform well in high school Algebra. Those students at the lower levels of math are ready to be successful in Pre-Algebra at the high school level. These levels of mastery are determined through curriculum tests, state tests and the high school placement test.
- **Language Arts:** Students demonstrate strong reading, writing, listening, speaking, and presentation skills, in multiple forms of expression (e.g., written, oral, multimedia), with communication skills appropriate to the setting and audience. They comprehend and interpret multiple forms of expression, including literature from various time periods and cultures. The students are proficient writers as demonstrated by the state writing sample in seventh grade. They understand and can apply the rules of grammar and have a wide range of experience reading contemporary and classical literature in full novel format.
- **Science:** Students successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, biology, ecology, astronomy and earth sciences. Two full years of science are taught at DCS. The non-core science years include a half hour a day review of science concepts.

Life Skills. *Students develop skills, which will enable them to pursue their own path of learning throughout their adult lives, including:*

- Knowledge of pertinent issues of health and the development of a personal physical fitness program is a key part of the Physical Education program at DCS.
- The ability to effectively use technology for a variety of reasons is integrated into every course taught.
- Problem-solving, analyzing, and applying knowledge using critical thinking skills is expected within each classroom setting.
- Study skills and habits, e.g., note-taking, research skills, studying strategies are enhanced during the four years in DCS. Students are taught how to manage their time and materials in order to:
 - plan their time; work effectively with others, initiate, and complete a project
 - reflect on and evaluate one's own learning
- Investigation of and experience with careers during the fifteen minute C and C for grades 7 and 8 known as the Pre High School Academy (PSHA)

Social/Interpersonal Skills. Students demonstrate:

- Strong citizenship and leadership skills by planning and implementing service learning projects and curriculum based projects for the class and team.
- Ability to collaborate and work effectively with others in cooperative groups

In order to best serve our students and community, the Discovery Charter School will continue to examine and refine its list of student outcomes over time to reflect the School's mission and any material changes to state or local standards that support such mission. Over the course of the last ten years, Discovery has chosen to re-invent itself to keep current with student needs. This last year teams were expanded from Gold and Garnet to Gold and Garnet 5-6 called Middle School and Gold and Garnet 7-8 called Pre High School Academy. The staff and administration, after discussing issues with several focus groups of students, realized that the needs of the two age levels needed different approaches to learning and cultural norms. The 2010 school year opened with the two levels of DCS.

3. Methods to Assess Pupil Progress Towards Meeting Outcomes

"The method by which pupil progress in meeting those pupil outcomes is to be measured."
Education Code Section 47605(b)(5)(C).

The Program for Meeting Student Needs and Assessing Outcomes:

The curriculum for DCS has been written and is housed electronically on the staff portal. Staff is expected to follow the curriculum of each course. The curriculum includes: teacher notes, homework, projects, quizzes and tests as well as a variety of multi-media enhancements. Teachers modify the curriculum for different learning levels.

Teachers assess learning in a variety of ways: projects, group work, class participation, activities, quizzes and tests.

The curriculum for Discovery is extensive and is only possible due to a longer school year (205 days) and a longer school day (7:55 to 3:50). There are additional days added to the staff calendar for in service. No minimum days or early dismissal are part of the program.

Course	Description and Focus
Unity	Begins each day with all students outside for morning announcements, birthdays, celebrations and the pledge to the flag. Conducted or supervised by the learning director. The two levels (MS and PHSA) meet in different areas of the campus.
Language Arts	This is the core language arts class for students. There is a year A and a year B curriculum for the two years in middle school. Novels are focused on the content of the year (ie

	<p>social studies or science.) The curriculum includes vocabulary, spelling, writing, grammar and reading.</p> <p>Additionally there are two years of curriculum for PHSA which again focuses the novels on the content area.</p>
Mathematics	<p>This is the core math taught each year. Students are either finishing elementary math, or beginning pre-algebra. Students are grouped for their core classes based on their math level.</p> <p>In PHSA all students take one of three levels of math: Pre-Algebra, Algebra or Geometry.</p>
Science	<p>This core class focuses on earth and life science. It is taught one of the two years in middle school. It includes activities, labs and science camp.</p>
Science Review	<p>Middle school students who are not in core science have a non lab oriented science review of fourth, fifth and sixth grade standards in a half hour class daily.</p> <p>PHSA students who are not in the core science class have a review of physical science over the course of the year in a half hour non lab class each day.</p>
Social Studies	<p>This core class focuses on early man through the middle ages and is taught one of the two years in middle school. Students engage in many activities, field trips and projects.</p> <p>In PHSA, the social studies curriculum focuses on Post Revolution through the Civil War. Every other year, these students may participate in a trip to Washington DC.</p>
Social Studies GAP	<p>Middle school students review early man through the middle ages for 30 minutes each day with some novels included to help expand information.</p> <p>PHSA students fill in the missing piece of social studies from grade 6 to 7. That piece is early explorers through the Revolutionary War, Novels are also included to enhance this time period.</p>
Physical Education and Health	<p>This course is taught every year in middle school for an hour a day. Physical education teachers blend the need for skill development with fair play and exercise with concepts related to health.</p> <p>While some of the health issues are more mature for</p>

	PHSA, the style and focus of PE remains the same.
C and C (Character and Career Training)	<p>This is taught once a day for ten to fifteen minutes before or after lunch. In the middle school it focuses on character.</p> <p>In PHSA, the emphasis is placed on careers and the skills and education needed for becoming future professional leaders.</p>
Reading Comprehension	<p>This course is taught every day for thirty minutes. It highlights strategies for reading comprehension and other reading skills and allows for additional novel reading as a class as well as time for AR testing.</p> <p>This is the same for PHSA.</p>
Global Studies	Students read and discuss current news each day. It is the same curriculum for all grades. It is also tied to the four themes of DCS: life, migration, energy and power.
Math Tech	This is a special addition to math taught twice a week for the purposes of expanding math application using technology or math tools. One instructional level group engages in this opportunity per trimester.
Grammar Masters	This is a special addition to Language Arts to zero in specifically on grammar diagramming skills following one of the three levels of sentence structure booklets on the portal. One instructional group has his course each trimester for two days a week.
Electives	Students select one elective per trimester. The three teachers in each pod offer an elective such as art, drawing, crafts etc. The students go to this elective three times a week for forty five minutes each day.
Clubs	Students generate ideas for clubs and may join one each month. These clubs are supervised by a teacher in the team. Clubs as well as electives are within the 5-6 or 7-8. They do not mix. These clubs meet twice a week for forty five minutes.

Programs for Students in all Grades at Discovery:

Students with special needs identified through an IEP are accommodated by the differentiated class groupings. Teacher modification and support within those groupings allow for student

success. IEPs are reviewed and students are watched to be certain progress is being made within the support given. Speech students are scheduled for speech once a week.

Students are taught to monitor their grades through "parent connect," an on-line grading service. They are given e-mail addresses to use at school if they do not have access to e-mail at home. In addition, once a week teachers have students write their grade in their agenda which the school gives each student at the start of the year.

Parents may select to have their child work with staff in an after school study club from 4:15 to 5:300. There is a small fee with a snack included and some students are granted scholarships.

Pods of teachers identify students with organizational, social or academic needs and call for SST meetings to work with the parents and the staff to help the student achieve. Goals are set and monitored.

Within each pod, students are placed in a high, middle or low learning level group. All groups work on the same content. Teachers modify or structure the class to give the kind of support needed for each level. Levels are reviewed yearly and a student may move up or down depending on outcomes each year. Some students may even change levels within a year, although not usually after the first trimester.

General Assessment Information:

Discovery students' outcomes and achievements are measured using the foregoing annual state testing and the STAR test, and are evaluated based on the following criteria set forth in Section 47607(b): (1) meeting or exceeding the API growth target for the applicable year, (2) ranking within deciles 4 to 10 on the API for the applicable year, (3) ranking in deciles 4 to 10 on the API for a demographically comparable school for the applicable year.

<u>Year</u>	<u>Target API</u>	<u>Actual API</u>
2007-08	800	791
2008-09	800	805
2000-10	800	818

Discovery students' outcomes and achievements are measured using the foregoing annual state testing and the STAR test, and are evaluated based on the following criteria set forth in Section 47607(b): (1) meeting or exceeding the API growth target for the applicable year, (2) ranking within deciles 4 to 10 on the API for the applicable year, (3) ranking in deciles 4 to 10 on the API for a demographically comparable school for the applicable year.

Excellence in performance is encouraged by work that is highly interesting to each student, and achievement of goals help produce increasing confidence and ability to contribute to the

community. Discovery Charter School students consistently set standards for themselves that often are far beyond state-mandated standards because of the opportunity to pursue internships and independent study within the structure of an extended school day and learning opportunities which transcend the school walls with wireless networking for all students.

Staff and students analyze test results by sub groups and categories and identify relative strengths and weaknesses. Goals are set and curriculum is reviewed to help strengthen weaknesses. Every year the students are told the goal for API that has been set.

4. GOVERNANCE STRUCTURE

"The governance structure of the school including, but not limited to, the process to be followed by the school to ensure parental involvement." Education Code Section 47605(b)(5)(D).

As permitted under, and in accordance with the Act, Discovery Charter School is operated as and by a California nonprofit public benefit corporation, Tracy Learning Center. The School is governed in accordance with the Tracy Learning Center's corporate Bylaws, applicable provisions of the California Corporations Code, the Act and applicable portions of the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*) ("Brown Act"). The Corporation retains the right to enter into charter agreements to establish other charter schools within the District or with other sponsors to establish charter schools outside of the District subject to the processes set forth in the Act. The School agrees that the District shall not be liable for, and that the School shall defend, indemnify and hold harmless the District, its officers, agents or employees from, any liability for injuries to person or property arising from any act or omission of the School, its directors, officers, agents, employees, or students while subject to the supervision of the School. The District shall not be liable for any of the debts or financial obligations of the School.

Tracy Learning Center also operates the Primary Charter School ("Primary") and the Discovery Charter School ("Discovery"), both of the charters of which were granted by the District.

Tracy Learning Center's Board of Directors ("Board") governs the Discovery Charter School including, without limitation, approving the Discovery Charter School's budget, financial records, contracts, hiring and acceptance of resignations, and evaluation and approval of the School's Executive Director. The Board currently is composed of nine (9) members, who are nominated from the community at-large. Openings are published in the weekly newsletter and the Board selects from those applying. The Board represents many different aspects of the community businesses as well as parents. Staff serves as consultants to the Board.

The Board may delegate any of its roles and responsibilities to any committee, officer, or other person(s) to the extent permitted by law.

Tracy Learning Center and the parents adopted a set of parent involvement policies and strategies, subject to approval of the Board. These policies are available on the Corporation's website at www.tracylc.net.

In accordance with applicable law, Tracy Learning Center maintains general liability policy with limits of at least \$1million per occurrence and under which the District is named as an additional insured. In addition, Tracy Learning Center maintains an officers' and directors' errors and omissions policy covering its officers and directors.

Tracy Learning Center has adopted a Conflict of Interest Code as required by the Political Reform Act, Government Code Section 81000 et seq. The Code requires that all the Board members and certain high-level School employees and consultants publicly excuse themselves and refrain from discussing and voting on matters which could materially affect their financial interests. Additionally, the Code requires these individuals to disclose annually certain financial interests which could be materially affected by their positions at the School.

Discovery Charter School is non-sectarian in its programs, admissions, policies, employment practices, and all other operations, does not charge tuition, and does not discriminate on the basis of race, ethnicity, national origin, gender or disability.

The Corporation, as Discovery Charter School, and the District pledge to continue to work in cooperation with all local education agencies (LEAs) and special education local plan areas (SELPAs) to ensure that a free and appropriate education is provided to all students with exceptional needs.

Discovery Charter School is deemed a "public school of the local education agency that granted the charter" for purposes of providing special education and related services pursuant to Education Code Section 47641(b).

Notwithstanding the foregoing, the Corporation, as Discovery Charter School, shall have the right to pursue independent local education agency (LEA) and/or special education local plan area (SELPA) status pursuant to Education Code Section 47641 (a) and the District shall not hinder or otherwise impede the efforts of the Corporation to do so. In the event that the Corporation opts not to establish independent LEA and/or SELPA status, the School shall remain an arm of the District for special education purposes per Education Code Section 47641 (b), and shall continue to receive funding and services pursuant to the terms of the then current memorandum of understanding between the District and the Corporation.

The Corporation, as Discovery Charter School (as well as Primary Charter School and Millennium High School), has been granted the exclusive use of the property and facility known as the H.A. Clover Campus (located on E. Beverly and Holly Street, Tracy) under the terms of a written agreement with the District.

5. EMPLOYEE QUALIFICATIONS

"The qualifications to be met by individuals to be employed by the school." Education Code Section 47605(b)(5)(E).

The Corporation, as Discovery Charter School, retains or employs teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing, and who are "highly qualified" as such term is defined in the federal No Child Left Behind Act of 2001. These teachers teach the core academic classes of mathematics, language arts, science, and history/social studies. These teachers are responsible

for overseeing the students' academic progress and for monitoring grading and matriculation decisions as specified in the School's operational policies. Teachers considered for employment are those who share the vision and mission of Discovery Charter School and the Tracy Learning Center.

The Corporation, as Discovery Charter School, may also employ or retain non-certificated instructional support staff. Non-certificated instructional support staff shall have an appropriate mix of subject matter expertise, professions experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff do not assign grades or approve student work assignments without the approval of a teacher except in non-core or non-college preparatory courses and activities. All non-instructional staff possess experience and expertise appropriate for their position within the School as outlined in the School's staffing plan and the School's adopted personnel policies.

Within the provisions of the law, the Corporation, as Discovery Charter School, reserves the right to recruit, interview and hire anyone at anytime who has the best qualifications to fill any of its position vacancies.

6. HEALTH AND SAFETY PROCEDURES

"The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237." Education Code Section 47605(b)(5)(F).

The Corporation, as Discovery Charter School, has adopted and implemented the District's existing comprehensive set of health, safety, and risk management policies all of which are available on the Corporation's website at www.tracylc.net. Any amendment to such policies will be promptly posted to the website. These policies meet the following requirements:

- A requirement that all enrolling students and staff provide records documenting immunizations to the extent required for enrollment in non-charter public schools.
- A requirement that all faculty and staff are examined for tuberculosis as required by Education Code Section 49406.
- A requirement for screening of pupils' vision and hearing to the same extent as would be required if the pupils attended a non-charter public school.
- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- Policies relating to preventing contact with blood-borne pathogens.
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate "first responder" training or its equivalent.
- Policies relating to the administration of prescription drugs and other medicines.
- A policy that, to the extent required by the applicable law, the School will be located in a facility that is compliant with the State Building Code or Field Act.
- A policy establishing that the School functions as a drug, alcohol, and tobacco free workplace.

- A requirement that prior to the School employing any individual, each prospective employee of the School submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.
- A requirement that each volunteer at the School submit to a background check.

These policies are available on the Corporation's website at www.tracylc.net and are incorporated as appropriate into the School's student and staff handbooks. They will be reviewed on an ongoing basis in the School's staff development efforts and governing board policies.

7. MEANS TO ACHIEVE RACIAL/ETHNIC BALANCE REFLECTIVE OF DISTRICT

"The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." Education Code Section 47605 (b)(5)(G).

The Corporation, as Discovery Charter School, has implemented a student recruitment strategy that over the last ten years has been made minimal by the great number of students waiting to attend. The waiting policy overrides the stipulations in the charter for recruiting. There is very little opportunity for new students at the Discovery level due to the restraints the current site has for increasing enrollment. Despite lack of ability to recruit, Discovery's racial balance is well maintained. Note the chart in the Demographics section.

8. ADMISSION REQUIREMENTS

"Admission requirements, if applicable." Education Code Section 47605(b)(5)(H)

Admission to the School is open to residents of the State of California. Pupils are considered for admissions without regard to ethnicity, national origin, gender or disability. Prospective students are expected to have completed the promotion standards for their grade level. Students and parents or guardians are required to attend a one time interview to better understand the student's academic level for instructional group placement. A waiting list of qualified applicants at each grade level will be maintained to fill vacancies. Many students have been on the waiting list for several years. A student who has been expelled from another district or the District and has not completed the terms of the expulsion will not be considered for enrollment.

Preference for enrollment will be given in order of priority according to the Corporation's policy to 1. Students attending Primary in fourth grade moving into fifth, 2. Siblings of currently enrolled students in any of the three schools, 3. children of the Tracy Learning Center Board, 4. children of school staff members 5. the established waiting list.

9. FINANCIAL AUDIT

"The manner in which an annual, independent, financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. A charter school shall transmit a copy of its annual independent financial audit report for the preceding fiscal

year, to its chartering entity, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering entity, and the State Department of Education by December 15 of each year." Education Code Section 47605 (b)(5)(I).

The Board will form an audit committee each fiscal year to oversee selection of an independent auditor and the completion of an annual audit of the School's financial affairs. The audit will be conducted in accordance with generally accepted accounting principles applicable to the School.

To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed by October 15 of each year and that a copy of the auditor's findings will be forwarded to the chief financial officer of the District. The Board audit committee will review any audit exceptions or deficiencies and report to the Board with recommendations on how to resolve them. The Board will report to the School District regarding how the exceptions and deficiencies have been or will be resolved. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in Section 14, Dispute Resolutions. A copy of the annual audit report will be sent to the District, the State Controllers Office, the County Superintendent of Schools, and the State Department of Education by December 15 of each year. The Corporation will compile and provide to the District an annual performance report for the School.

The Corporation and District will also jointly develop an annual site visitation process and protocol to enable the District to gather information needed to confirm the School's performance and compliance with the terms of this charter.

10. PUPIL SUSPENSION AND EXPULSION

"The procedures by which pupils can be suspended or expelled." Education Code Section 47605(b)(5)(J).

In accordance with California Education Code Section 48900 *et seq.*, the Corporation, as Discovery Charter School, adopted and maintains the District's comprehensive set of student discipline policies. These policies are printed and distributed as part of the School's student handbook and clearly describe the School's expectations regarding attendance, mutual respect, substance abuse, violence, safety, and work habits. Each student and his or her parent or guardian is expected to read and understand the policies prior to enrollment. The discipline policy itself is an opportunity for learning. Students are expected to act as responsible members of the community, and staff will support the students in attaining this goal. All such policies are available on the Corporation's website at www.tracylc.net. The Executive Director has initial responsibility for making a determination as to whether a student shall be suspended or expelled for violation of School policies, and may, pursuant to the School's adopted policies, discipline and ultimately suspend students who fail to comply with the terms of a remediation agreement. Students who present an immediate threat to health and safety may also be immediately suspended and later expelled by the Board upon recommendation of the School's Executive Director. The School's policies provide all students with an opportunity for due process and conform to applicable federal law regarding students with exceptional needs, confidentiality, and access to records. Any hearings provided to students conform with applicable laws regarding

special needs, confidentiality, and access to records. The Board of the Corporation approves any student expulsions, and the Corporation notifies the District of any such expulsions. Any expulsion recommendation may be appealed to the Board. The Board has the right to modify or rescind any suspension or any recommended expulsion initially approved by the Executive Director.

If a student is expelled or leaves Discovery Charter School without completing the school year for any reason, Tracy Learning Center shall notify the District of the student's last known address within 30 days, and shall, upon request by the District, provide the District with a copy of the cumulative records of the student, including a transcript of grades or report card, and health information.

11. RETIREMENT SYSTEM

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System or federal social security." Education Code Section 47605(b)(5)(K)

Staff employed by the Corporation at the Discovery Charter School participate in the following programs: (1) certified employees participate in the State Teachers Retirement System ("STRS"), (2) classified employees participate in the Public Employees Retirement System ("PERS") and the federal social security system, and (3) all other employees participate in the federal social security system.

Corporation provides the information concerning PERS and STRS to applicants for positions at the School as required by Government Code Section 47611(b).

As and to the extent the Corporation's School employees participate in the STRS or PERS systems, or a system otherwise allowed by law, the District shall cooperate as necessary to forward any required payroll deductions and related data. The Corporation shall pay the District its actual costs for the provision of these services.

12. ATTENDANCE ALTERNATIVE

"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." Education Code Section 47605(b)(5)(L).

Students who opt not to attend Discovery Charter School may attend school in their district of residence or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence.

13. DESCRIPTION OF EMPLOYEE RIGHTS

"A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school." Education Code Section 47605(b)(5)(M).

School staff employed by the Corporation who have left permanent status employment in the District to work at the Discovery Charter School shall not have the automatic right to return to a comparable position within the District. The Corporation will provide such employee benefits (other than as described above) to its employees as the Corporation shall determine.

14. DISPUTE RESOLUTION PROCESS, OVERSIGHT, REPORTING and RENEWAL

"The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter." Education Code Section 47605 (b)(5)(N).

Intent

The intent of this dispute resolution process is to (1) resolve disputes within the School pursuant to the School's policies, (2) minimize the oversight burden on the district, (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

Public Comments

The staff and the Board members and the District agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Disputes Arising From Within the School

Disputes arising from within the School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and Board members, shall be resolved pursuant to policies and processes developed by the Corporation.

The District shall refer any complaints or reports regarding such disputes to the Board for resolution pursuant to the charter school's policies; the Corporation shall provide written notice to the District within a reasonable period of time of the resolution of any complaint referred by the District. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the Board has requested the District to intervene in the dispute.

Disputes Between the Corporation and Charter School and the District

In the event that the Corporation or the District has disputes regarding the terms of this charter or any other issue regarding Discovery and the substance of the dispute would not constitute grounds for revocation under the Act, both parties agree to follow the process outlined below.

In the event of a dispute between the Corporation and the District, the staff and Board members and the Corporation, and the members of the board of the District and the District agree to first frame the issue in written format and refer the issue to the superintendent of the District and the Executive Director of the School. In the event that the District believes that the dispute relates to

an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Executive Director and superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the superintendent of the District and the Executive Director of the School and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the superintendent and the Executive Director shall meet to jointly identify a neutral, third party arbitrator. The format of the arbitration session shall be developed jointly by the superintendent and the Executive Director, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be non-binding, unless the respective governing boards of the Corporation and District jointly agree to bind themselves. The cost of the arbitrator shall be borne equally by the Corporation and the District.

Oversight, Reporting, Revocation, and Renewal

The District board may inspect or observe any part of the school at any time, but shall provide reasonable notice to the Executive Director of the School prior to any observation or inspection. The District shall provide such notice at least three working days prior to the inspection or observation unless (i) the Board or Director agrees otherwise, or (ii) the District reasonably (A) believes that there is a severe and imminent threat to the health or safety of the School's students, and (B) provides the Executive Director with a written notice of the basis for such belief upon arrival of District personnel at the School for such inspection or observation. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the District without the prior written consent of the Board.

As provided in Government Code Section 47607(c), this charter may be revoked if the District finds, through a showing of substantial evidence, that the School (i) committed a material violation of any of the conditions, standards or procedures in this charter, or (ii) failed to meet or pursue any of the students outcomes identified in this charter, or (iii) failed to meet generally accepted accounting principles, or engaging in fiscal mismanagement, or (iv) violated any provision of law.

If the governing board of the District believes it has cause to revoke this charter, the district board agrees to notify the Board in writing, noting the specific reasons for which the charter may be revoked, and grant the Corporation and the School reasonable time to respond to the notice and take corrective action, unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the students at the School as described in Government Code Section 47607(d).

Prior to any revocation for failure to remedy a violation described in Government Code Section 47607(c), and after expiration of the School's reasonable opportunity to remedy such violation without successfully remedying the same, the District shall provide the Corporation and the School with a notice of intent to revoke and notice of the facts supporting revocation. Within 30 days after providing such notice of intent to revoke, the District shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter; and within 30 days after such public hearing, the District shall issue a final decision to revoke or

decline to revoke the charter (unless the District and the Corporation and School agree to extend the 30-day period to issue such decision for an additional 30 days). The District shall not revoke the charter unless it makes written factual findings ("Factual Findings") supported by substantial evidence, specific to the School and its charter, that supports its Factual Findings.

If the District revokes the School's charter under Government Code Section 47607, the Corporation and School may appeal the revocation to the County Board of Education within 30 days following the District's final decision to revoke. The County Board of Education may reverse the revocation decision if the County Board of Education determines that the Factual Findings are not supported by substantial evidence; and if the County Board of Education reverses the revocation decision, the District may appeal the reversal to the State Board of Education ("State Board").

With respect to any revocation of this charter or nonrenewal of this charter, the Corporation and the Charter School shall have all rights and remedies provided under the Act including, without limitation, rights of appeal set forth in Section 47607, and alternatives for submission of applications for renewal set forth in Section 47607.5, and under other applicable law.

The board of the District agrees to receive and review the annual fiscal and annual performance report. Within two months of the receipt of this review, the District must notify the Board as to whether it considers the School to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the District's conclusions.

15. LABOR RELATIONS

"A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act" Education Code Section 47605 (b)(5)(O).

The Corporation shall be deemed the exclusive public school employer of the employees working at the School for the purpose of the Educational Employment Relations Act.

16. AGREED PROCESS ON CLOSURE OF SCHOOL

"A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Education Code Section 47605(b)(5)(P).

The Corporation and the School will comply with the provisions of the California Code of Regulations applicable to charter school closures. The following procedures, which are consistent with such provisions, shall apply in the event the School closes. The following procedures apply regardless of the reason for closure.

1. Closure of the School will be documented by official action of the Corporation's Board. Unless the Board designates another responsible entity, the Corporation shall conduct the closure-related activities (the Corporation or such other designated responsible entity is hereinafter referred to as "Designated Entity")..

2. The Designated Entity will promptly provide notification of the closure of the School to (i) the parents (guardians) of students, (ii) the District, (iii) the County Office of Education, (iv) the applicable special education local plan area, (v) PERS, STRS and the Social Security Administration, and (vi) the California Department of Education. Such notification shall provide the following information:
 - A. The effective date of closure of the School;
 - B. The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure;
 - C. The students' schools districts of residence; and
 - D. The manner in which parents (guardians) may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements. (Transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.)
3. The Designated Entity will be provided with a list of students in each grade level and the classes they have completed, together with information on the students' district of residence.
4. The Designated Entity shall take custody of and maintain all student records, all state assessment results, and any special education records, except as otherwise provided in this charter for such records and/or assessment results.
5. The School's personnel records shall be transferred and/or maintained by the Designated Entity in accordance with applicable law.
6. An independent final audit shall be completed within 6 months following closure of the School (which audit shall function as the annual audit with respect to the School), and shall include the following:
 - A. An accounting of all financial assets of the School (including cash and accounts receivable and an inventory of property, equipment and other items of material value;
 - B. An accounting of the liabilities of the School (including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans and unpaid staff compensation; and
 - C. An assessment of the disposition of any restricted funds received by or due to the School.
7. On closure of the School, the Corporation's net assets utilized by the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues related to students attending the

School, remain the sole property of the Corporation, and the Corporation shall remain responsible for all liabilities related to the School; provided that if (i) any grant funds and restricted categorical funds are required by state or federal law or the terms of the grant under which they were received to be returned to their source upon the closure of the School, the Corporation shall return the same to their source, or (ii) if any donated materials or property are required by the conditions established by the donor at the time of the donation to be returned upon the closure of the School, the Corporation shall return the same.

8. Annual reports with respect to the School will be completed and filed as required under Education Code Section 47604.33.
9. The Corporation shall be responsible for the costs and expenses related to the foregoing activities related to closure of the School.

In connection with any dissolution of the Corporation, the provisions of the California Nonprofit Public Benefit Corporation Law (Corporations Code Sections 5110 *et seq.*) apply to the Corporation; and any of its assets remaining after payment of or adequate provision for its liabilities shall be distributed in accordance with its Articles of Incorporation and the California Nonprofit Public Benefit Corporation Law.

17. MISCELLANEOUS

Term: The Charter School shall be renewed for a 5-year term upon approval of this charter by the board of the District. The term of this charter shall be five (5) years commencing July 1, 2011 and expiring June 30, 2016.

Approved by the Tracy Learning Center Board on _____

President's signature _____

Approved by the Tracy Unified School District on _____

Superintendent's Signature _____



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *Casey* Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 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/Tracy High School ASB: From: Jerry Effenbeck. The donation is in the amount of \$1,000.00 (check #7128). This donation is for Tracy High School Football.
2. Tracy Unified School District/Tracy and West High Schools c/o FFA Agriculture Extended Days Program: From: Vernalis Warehouse, Inc. The donation is in the amount of \$500.00. This donation is for the Agriculture Extended Days Program.
3. Tracy Unified School District/Tracy and West High Schools c/o FFA Agriculture Extended Days Program: From: Rhodes-Stockton Bean Co-Op. The donation is in the amount of \$500.00. This donation is for the Agriculture Extended Days Program.
4. Tracy Unified School District/Tracy and West High Schools c/o FFA Agriculture Extended Days Program: From: Banta-Carbona Irrigation District. The donation is in the amount of \$1,000.00. This donation is for the Agriculture Extended Days Program.
5. Tracy Unified School District/Tracy and West High Schools c/o FFA Agriculture Extended Days Program: From: San Joaquin County Citizens Land Alliance. The donation is in the amount of \$1,500.00. This donation is for the Agriculture Extended Days Program.

6. Tracy Unified School District/Tracy and West High Schools c/o FFA Agriculture Extended Days Program: From: San Joaquin Valley Hay Growers Assn. The donation is in the amount of \$2,500.00. This donation is for the Agriculture Extended Days Program.
7. Tracy Unified School District/Tracy and West High Schools c/o FFA Agriculture Extended Days Program: From: Hal Robertson Farms, LLC. The donation is in the amount of \$100.00. This donation is for the Agriculture Extended Days Program.
8. Tracy Unified School District/Tracy High School: From: The Public Affairs Department of Lawrence Livermore National Laboratory. The donation is in the amount of \$7,500.00 (check #TBD). This donation is for video conferencing equipment hardware and software which will be used by Tracy High students to interface with scientists from LLNL.

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.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 3, 2010
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor:	Risso Electric
Site:	Tracy High School – Modernization/Reconstruction – Cafeteria/Classrooms
Item:	Proposal-Ratify
Services:	Furnish, deliver and install Bosch Washer and Bosch Dryer for the FEAST Lab at Tracy High School.
Cost:	\$3,451.73
Project Funding:	Measure E Bond Funds and State School Building Fund (SSBF)



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 3, 2010
SUBJECT: Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: AMS.Net
Site: IGCG
Item: Merced County Focus Piggyback Agreement-Ratify
Services: Security Surveillance Project; Infrared illuminators, hardware and services.
Cost: \$5,000.00
Project Funding: Measure S Bond Funds

B. Vendor: NWN Corporation (formally Western Blue)
Site: Various Sites - Technology
Item: Quote
Services: Liebert UPS Project; provide MPH rack mounted PDU for IDF rack; Bohn ES, Hirsch ES, Jacobsen ES, Stein Continuation HS, Williams MS, Villalovoz ES, District Office.
Cost: \$12,917.64
Project Funding: Measure S Bond Funds

C. Vendor: Hewlett-Packard (HP)
Site: Various Sites - Technology
Item: WSCA/NASPO Piggyback Agreement
Services: Server Project; provide SAN storage to all schools.
Cost: \$92,891.03
Project Funding: Measure S Bond Funds

D. Vendor: Hewlett-Packard (HP)
Site: Various Sites - Technology
Item: WSCA/NASPO Piggyback Agreement
Services: Server Project; provide SAN storage to all schools.
Cost: \$92,891.03
Project Funding: Measure S Bond Funds

E. Vendor: Hewlett-Packard (HP)
Site: Various Sites - Technology
Item: WSCA/NASPO Piggyback Agreement
Services: Video Surveillance Project; provide SAN storage to support all schools.
Cost: \$92,891.03
Project Funding: Measure S Bond Funds

F. Vendor: Hewlett-Packard (HP)
Site: Various Sites - Technology
Item: WSCA/NASPO Piggyback Agreement
Services: Video Surveillance Project; provide SAN storage to support all schools.
Cost: \$92,891.03
Project Funding: Measure S Bond Funds

G. Vendor: AMS.Net
Site: Various Sites - Technology
Item: Merced County Focus Piggyback Agreement
Services: Wireless Access Project; Hardware and Software.
Cost: \$114,730.85
Project Funding: Measure S Bond Funds

H. Vendor: AMS.Net
Site: Various Sites - Technology
Item: Merced County Focus Piggyback Agreement
Services: Security Surveillance Project: Hardware and Software.
Cost: \$112,178.65
Project Funding: Measure S Bond Funds



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 3, 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: Food 4 Kids, Inc.
Site: All Sites
Item: Consultant fees for nutritional analysis of TUSD menus
Services: Price includes: tables, delivery, installation and sales tax
Cost: \$8,000.00 (not to exceed)
Project Funding: Cafeteria Funds (13)

B. Vendor: Sutter Central Valley Hospitals
Site: Tracy Unified School District High Schools
Item: Agreement for Job Shadowing
Services: Agreement to allow Tracy Unified School District students to participate in a career opportunity job shadowing program at Sutter Central Valley Hospitals.
Cost: n/a
Project Funding: n/a

C. Vendor: Transfinder
Site: Transportation
Item: Agreement for the purchase of software to facilitate routing school buses
Services: On August 24th, the Board authorized expending up to \$50,000 to purchase software to facilitate routing school buses. Since that time, staff has conducted a comparison of four different software solutions from four different vendors: US Computing, Edulog, Verstrans, and Transfinder. The committee considered total cost, simplistic & intuitive use, # screens for each action, minimal FTE required to operate, minimal framing, and responsiveness to questions. Based on these criteria, the vendors were ranked as follows:

1. Transfinder
2. Verstrans
3. Edulog
4. US Computing

The current solution does not include GPS tracking, which will be considered at a future date.
Cost: \$25,510.00. Annual cost for the first year is included in this amount and will be \$7,100.00 beginning next year.
Project Funding: Transportation Department Funds

D. Vendor: Bockmon & Woody Electric Co., Inc.
Site: Kimball High School – 2010 Portables - Electrical
Item: Change Order # Pkg 3-001
Services: Scope of work documented in attached change order summary.
Cost: \$1,645.00
Project Funding: Developer Fees/Mitigation Fees

E. Vendor: Rodgers Construction & Engineering
Site: Kimball High School – 2010 Portables - Transport
Item: Change Order # Pkg 1-001
Services: Scope of work documented in attached change order summary.
Cost: \$525.00
Project Funding: Developer Fees/Mitigation Fees

F. Vendor: Rodgers Construction & Engineering
Site: Kimball High School – 2010 Portables - Transport
Item: Change Order # Pkg 1-002
Services: Scope of work documented in attached change order summary.
Cost: \$393.75
Project Funding: Developer Fees/Mitigation Fees

G. Vendor: Rodgers Construction & Engineering
Site: Kimball High School – 2010 Portables - Transport
Item: Change Order # Pkg 1-003
Services: Scope of work documented in attached change order summary.
Cost: \$619.64
Project Funding: Developer Fees/Mitigation Fees

H. Vendor: Hewlett-Packard (HP)
Site: Various Sites - Technology
Item: WSCA/NASPO Piggyback Agreement
Services: Server Project; provide SAN storage to all schools.
Cost: \$5,400.60
Project Funding: General Fund, Kimball Start Up

I. Vendor: Hewlett-Packard (HP)
Site: Various Sites - Technology
Item: WSCA/NASPO Piggyback Agreement
Services: Server Project; provide SAN storage to all schools.
Cost: \$5,400.60
Project Funding: General Fund, Kimball Start Up

J. Vendor: Hewlett-Packard (HP)
Site: Various Sites - Technology
Item: WSCA/NASPO Piggyback Agreement
Services: Server Project; provide SAN storage to all schools.
Cost: \$5,400.60
Project Funding: General Fund, Kimball Start Up

K. Vendor: Hewlett-Packard (HP)
Site: Various Sites - Technology
Item: WSCA/NASPO Piggyback Agreement
Services: Server Project; provide SAN storage to all schools.
Cost: \$5,400.60
Project Funding: General Fund, Kimball Start Up



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey J. Goodall, Associate Superintendent for Business Services
DATE: December 3, 2010
SUBJECT: Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2009/10

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

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

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

FUNDING: Fund 25-9019: Developer Fees, Fund 25-9011: Mitigation, Fund 25-9012 Mountain House Mitigation.

RECOMMENDATIONS: Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2009/10

Prepared by: Bonny Carter, Director of Facilities and Planning

**Tracy Joint Unified School District
Mitigation Fund
25-9011**

Beginning Balance	\$	396,670.81
Revenue		
Fees Collected	\$	520,872.00
Interest Earned/Misc.		7,862.84
Transfer from Mountain House Mitigation Fees		<u>3,000,000.00</u>
Total Revenue	\$	3,528,734.84
Expenditures		
Building Improvements		
New Construction		
Kimball High School	\$	<u>3,000,000.00</u>
Total Expenditures	\$	3,000,000.00
Ending Fund Balance	\$	<u>925,405.65</u>

**Tracy Joint Unified School District
Mountain House Fund
25-9012**

Beginning Balance	\$ 13,013,100.42
Revenue	
Fees Collected	\$ 275,978.35
Interest Earned/Misc.	66,974.55
Transfer to Mitigation Fee Fund	<u>(3,000,000.00)</u>
Total Revenue	\$ (2,657,047.10)
Expenditures	
Administrative	\$ 193,211.14
Lammersville SD for High School Planning Costs	<u>3,000,000.00</u>
Total Expenditures	\$ 3,193,211.14
Ending Fund Balance	<u>\$ 7,162,842.18</u>

**Tracy Joint Unified School District
Developer Fee Fund
25-9019**

Beginning Balance	\$	593,980.71
Revenue		
Fees Collected	\$	136,287.98
Interest Earned/Misc.		<u>4,168.61</u>
Total Revenue	\$	140,456.59
Expenditures		
Building Improvements		
Relocatables		
Kimball HS (4) Relocatables	\$	96,865.57
Rents		24,285.38
Administrative		<u>18,200.00</u>
Total Expenditures	\$	139,350.95
Ending Fund Balance	\$	<u>595,086.35</u>

**Tracy Unified School District
Summary of Cash Flow
Facilities Planning-Developer Fees
(2010 \$'s)**

Sources of Cash	Prior	2009/10	2010/11	2011/12	2012/13+	TOTAL
Interest		\$ 75,006	\$ 50,000	\$ 25,000	\$ 25,000	\$ 175,006
Misc. Revenue		\$ 45,234				\$ 45,234
State Bond Revenue					\$ 2,450,000	\$ 2,450,000
Unrestricted Facilities Fund			\$ -	\$ -	\$ -	\$ -
Mitigation/Developer Fees		\$ 3,933,138	\$ 500,000	\$ 750,000	\$ 1,000,000	\$ 6,183,138
Total Sources	\$ -	\$ 4,053,378	\$ 550,000	\$ 775,000	\$ 3,475,000	\$ 8,853,378

Uses of Cash

Capital Project Expd		\$ 18,074,585	\$ 2,647,634	\$ 7,162,842	\$ -	\$ 27,885,061
Administration/Misc	\$ -	\$ 50,765	\$ 25,000	\$ 25,000	\$ 55,000	\$ 155,765
Total Uses	\$ -	\$ 18,125,349	\$ 2,672,634	\$ 7,187,842	\$ 55,000	\$ 28,040,826

NET CASH FLOW	\$ -	\$ (14,071,971)	\$ (2,122,634)	\$ (6,412,842)	\$ 3,420,000	\$ (19,187,447)
----------------------	------	-----------------	----------------	----------------	--------------	-----------------

*Beginning Balance	\$ -	\$ 25,618,384	\$ 11,546,413	\$ 9,423,779	\$ 3,010,937	\$ 3,010,937
Ending Balance	\$ 25,618,384	\$ 11,546,413	\$ 9,423,779	\$ 3,010,937	\$ 6,430,937	\$ 6,430,937

State Bond Revenue	2007/08	2008/09	2009/10	2010/11	2011/12+	TOTAL
New Construction						
Kimball High School	\$ 34,950,936	\$ 1,495,297			\$ 2,450,000	\$ 38,896,233
Total State Bond Revenue	\$ 34,950,936	\$ 1,495,297	\$ -	\$ -	\$ 2,450,000	\$ 38,896,233

Tracy Unified School District
Summary of Projected Capital Projects-Developer Fees
(2010 \$'s)
TUSD District Facilities

PROJECTS	Prior Years	2009/10	2010/11	2011/12	2012/13+	TOTAL
New Construction						
Kimball Portable Project		\$ 96,866	\$ 753,134			\$ 850,000
Kimball High School	\$ 71,764,646	\$ 11,792,787	\$ 1,869,500	\$ -		\$ 85,426,933
Mountain House HS (Lammersville)	\$ -	\$ 6,184,932	\$ 25,000	\$ 7,162,842		\$ 13,372,774
TOTAL NEW CONSTRUCTION	\$ 71,764,645.72	\$ 18,074,584.73	\$ 2,647,634.00	\$ 7,162,842.18	\$ -	\$ 99,649,706.63
Administration		\$ 26,479	\$ 25,000	\$ 25,000	\$ 25,000	\$ 101,479
Misc./Interim Housing		\$ 24,285	\$ 25,000	\$ 27,000	\$ 30,000	\$ 106,285
TOTAL MISC/ADMINISTRATION	\$ -	\$ 50,764.73	\$ 50,000.00	\$ 52,000.00	\$ 55,000.00	\$ 207,764.73
TOTAL PROJECTS	\$ 71,764,646	\$ 18,125,349	\$ 2,697,634	\$ 7,214,842	\$ 55,000	\$ 99,857,471

**Tracy Unified School District
Summary of Cash Flow-Measure E
Facilities Planning
(2010 \$'s)**

Sources of Cash	Prior	2009/10	2010/11	2011/12	2012/13+	TOTAL
Interest	\$ 2,158,955	\$ 168,770.79	\$ 50,000	\$ 50,000	\$ 50,000	\$ 2,477,725
Redevelopment	\$ 822,872	\$ 59,899			\$ -	\$ 882,771
State Bond Proceeds	\$ 17,040,464	\$ 2,441,203	\$ 10,034,013		\$ 6,146,612	\$ 35,662,292
Local Bond Proceeds	\$ 51,000,000	\$ -	\$ -			\$ 51,000,000
Misc. Revenue	\$ 1,208,639	\$ 89,506	\$ -	\$ 300,000	\$ -	\$ 1,598,144
Unrestricted Facilities Fund	\$ 679,759	\$ -	\$ -	\$ -	\$ -	\$ 679,759
Total Sources	\$ 72,910,689	\$ 2,759,378	\$ 10,084,013	\$ 350,000	\$ 6,196,612	\$ 92,300,692

Uses of Cash

Capital Project Expd	\$ 32,684,003	\$ 43,083	\$ 3,233,339	\$ 1,261,440	\$ -	\$ 37,221,865
Modernization Expd	\$ 11,173,627	\$ 16,890,267	\$ 10,933,633	\$ 1,523,750	\$ 12,425,639	\$ 52,946,915
Administration/Contingency	\$ 147,373	\$ 12,390	\$ 22,150	\$ 50,000	\$ 1,900,000	\$ 2,131,912
Total Uses	\$ 44,005,003	\$ 16,945,739	\$ 14,189,122	\$ 2,835,190	\$ 14,325,639	\$ 92,300,692

NET CASH FLOW	\$ 28,905,686	\$ (14,186,361)	\$ (4,105,109)	\$ (2,485,190)	\$ (8,129,026)	\$ 0
----------------------	----------------------	------------------------	-----------------------	-----------------------	-----------------------	-------------

*Beginning Balance	\$ -	\$ 28,905,686	\$ 14,719,325	\$ 10,614,216	\$ 8,129,026	\$ 8,129,026
Ending Balance	\$ 28,905,686	\$ 14,719,325	\$ 10,614,216	\$ 8,129,026	\$ 0	\$ 0

State Bond Revenue	2007/08	2008/09	2009/10	2010/11	2011/12+	TOTAL
New Construction						
Tracy High School	\$ 11,527,309					\$ 11,527,309
West High School Pool	\$ 1,155,318					\$ 1,155,318
West High School Theater				\$ 1,551,645		\$ 1,551,645
THS Demolition	\$ 250,000					\$ 250,000
Modernizations						\$ -
THS Science Building		\$ 4,107,837				\$ 4,107,837
THS Cafeteria				\$ 8,582,368		\$ 8,582,368
THS Library					\$ 6,146,612	\$ 6,146,612
THS CTE Vehicle Maint. Program			\$ 869,340			\$ 869,340
THS CTE Computer Hdw			\$ 418,304			\$ 418,304
THS CTE FEAST			\$ 743,236			\$ 743,236
THS CTE Child Development			\$ 410,323	\$ (100,000)		\$ 310,323
Total State Bond Revenue	\$ 12,932,627	\$ 4,107,837	\$ 2,441,203	\$ 10,034,013	\$ 6,146,612	\$ 35,662,292

Local Bond Revenue	2007/08	2008/09	2009/10	2010/11	2011/12	TOTAL
Total Local Bond Revenue	\$ 34,000,000	\$ 17,000,000		\$ -	\$ -	\$ 51,000,000

Tracy Unified School District
Summary of Projected Capital Projects-Measure E
(2010 \$'s)
TUSD District Facilities

PROJECTS	Prior Years	2009/10	Est Bdgt 2010/11	Bdgt 2011/12	2012/13	TOTAL
New Construction						
X Tracy High School Demo	\$ 574,362					\$ 574,362
X Tracy High School New Clsrm Bldg	\$ 19,780,212	\$ 26,873				\$ 19,807,084
X West High School Stadium	\$ 6,571,011	\$ 13,948	\$ 30,500			\$ 6,615,459
X West High School Pool	\$ 5,442,817	\$ 2,142	\$ 30,000			\$ 5,474,959
X West High School Theater	\$ 315,600	\$ 120	\$ 3,172,839	\$ 1,261,440		\$ 4,750,000
TOTAL NEW CONSTRUCTION	\$ 32,684,003.07	\$ 43,082.70	\$ 3,233,339.00	\$ 1,261,440.24	\$ -	\$ 37,221,865.01
Modernizations						
X THS Science Building	\$ 5,743,077	\$ 24,794				\$ 5,767,871
X THS Misc Projects	\$ 108,348	\$ 30,399	\$ 75,000			\$ 213,747
X THS HVAC	\$ 1,450,768	\$ 83,186	\$ 376	\$ -	\$ -	\$ 1,534,329
X THS CTE Computer Hdw/Industrial	\$ 299,161	\$ 1,078,264	\$ 250			\$ 1,377,676
X THS CTE Auto Maint. Program Shop	\$ 403,831	\$ 1,803,034	\$ 3,124			\$ 2,209,989
X THS Ag Shop & Weight Rm	\$ 27,882	\$ 87,148	\$ -			\$ 115,030
X THS Architectural Program	\$ 15,590	\$ -	\$ -			\$ 15,590
X THS Library Classroom Building	\$ 1,297,209	\$ 6,628,332	\$ 5,897,300			\$ 13,822,840
X THS Cafeteria/FEAST/Child Dev/Mu	\$ 1,665,448	\$ 7,155,110	\$ 4,952,583			\$ 13,773,141
X THS Master Planning	\$ 162,315		\$ 5,000	\$ 5,000	\$ 5,000	\$ 177,315
THS Remove Relocatable Buildings				\$ 506,250	\$ 506,250	\$ 1,012,500
THS Repair Site at Relocatables				\$ 1,012,500	\$ 1,012,500	\$ 2,025,000
THS Priority Projects					\$ 10,901,889	\$ 10,901,889
TOTAL MODERNIZATION	\$ 11,173,626.96	\$ 16,890,266.61	\$ 10,933,633.07	\$ 1,523,750.00	\$ 12,425,638.50	\$ 52,946,915.14
Administration	\$ 147,373	\$ 12,390	\$ 22,150	\$ 50,000	\$ 100,000	\$ 331,912
Contingency					\$ 1,800,000	\$ 1,800,000
TOTAL CONTINGENCY/ADMINISTRATION	\$ 147,372.54	\$ 12,389.55	\$ 22,150.00	\$ 50,000.00	\$ 1,900,000.00	\$ 2,131,912.09
TOTAL BOND PROJECTS	\$ 44,005,003	\$ 16,945,739	\$ 14,189,122	\$ 2,835,190	\$ 14,325,639	\$ 92,300,692

**Tracy Unified School District
Summary of Cash Flow
Facilities Planning-Measure S
(2010 \$'s)**

Sources of Cash	Prior	2009/10	2010/11	2011/12	2012/13+	TOTAL
Interest	\$ 17,692	\$ 72,107	\$ 35,000	\$ 50,000	\$ 50,000	\$ 224,798
Redevelopment	\$ 356,714	\$ 501,741	\$ 486,803	\$ 475,000	\$ 450,000	\$ 2,270,257
State Bond Proceeds		\$ -	\$ -	\$ 4,492,228	\$ 4,874,238	\$ 9,366,466
Local Bond Proceeds	\$ 12,000,000		\$ -	\$ 25,000,000	\$ 6,100,000	\$ 43,100,000
Misc. Revenue	\$ -	\$ -				\$ -
Unrestricted Facilities Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Maintenance	\$ 1,498,590	\$ 1,067,944				\$ 2,566,534
Total Sources	\$ 13,872,995	\$ 1,641,792	\$ 521,803	\$ 30,017,228	\$ 11,474,238	\$ 57,528,056

Uses of Cash

Capital Project Expd	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Modernization Expd	\$ 720,875	\$ 2,323,636	\$ 9,052,807	\$ 16,352,500	\$ 30,093,982	\$ 58,543,799
Administration/Contingency	\$ 10,097	\$ 12,390	\$ 17,513	\$ 50,000	\$ 1,900,000	\$ 1,990,000
Total Uses	\$ 730,972	\$ 2,336,026	\$ 9,070,320	\$ 16,402,500	\$ 31,993,982	\$ 60,533,799

NET CASH FLOW	\$ 13,142,023	\$ (694,234)	\$ (8,548,517)	\$ 13,614,728	\$ (20,519,744)	\$ (3,005,744)
----------------------	----------------------	---------------------	-----------------------	----------------------	------------------------	-----------------------

*Beginning Balance	\$ -	\$ 13,142,023	\$ 12,447,789	\$ 3,899,272	\$ 17,514,000	\$ 17,514,000
Ending Balance	\$ 13,142,023	\$ 12,447,789	\$ 3,899,272	\$ 17,514,000	\$ (3,005,744)	\$ (3,005,744)

State Bond Revenue	Prior	2009/10	2010/11	2011/12	2012/13+	TOTAL
New Construction						
Central School Modernization					\$ 1,752,975	\$ 1,752,975
McKinley School Modernization				\$ 1,320,416		\$ 1,320,416
Monte Vista School Modernization				\$ 3,171,812		\$ 3,171,812
North School Modernization					\$ 1,217,927	\$ 1,217,927
South West Park School Modernization					\$ 1,903,336	\$ 1,903,336
Total State Bond Revenue	\$ -	\$ -	\$ -	\$ 4,492,228	\$ 4,874,238	\$ 9,366,466

Local Bond Revenue	2008/09	2009/10	2010/11	2011/12	2012/13+	TOTAL
Total Local Bond Revenue	\$ 12,000,000			\$ 25,000,000	\$ 6,100,000	\$ 43,100,000

Tracy Unified School District
Summary of Projected Capital Projects-Measure S
(2010 \$'s)
TUSD District Facilities

PROJECTS	Prior Years	2009/10	2010/11	2011/12	2012/13+	TOTAL
New Construction						
TOTAL NEW CONSTRUCTION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Modernizations						
Central School Modernization	\$ 69,427	\$ 2,654	\$ 423,625	\$ 1,000,000	\$ 5,720,594	\$ 7,216,300
McKinley School Modernization	\$ 79,563	\$ 287,104	\$ 694,069	\$ 3,000,000	\$ 1,657,965	\$ 5,718,700
Monte Vista School Modernization	\$ 167,837	\$ 686,016	\$ 450,000	\$ 7,500,000	\$ 5,249,148	\$ 14,053,000
North School Modernization	\$ 59,189	\$ 16,121	\$ 462,500	\$ 1,000,000	\$ 4,654,089	\$ 6,191,900
South West Park School Modernizat	\$ 75,153	\$ 1,749	\$ 122,000	\$ 500,000	\$ 12,564,998	\$ 13,263,900
Technology	\$ 120	\$ 835	\$ 2,000	\$ 2,500	\$ 10,000	\$ 15,455
7760 VoIP		\$ 60,500	\$ 402,797			\$ 463,297
7761 UPS		\$ 154,778	\$ 188,115			\$ 342,893
7762 Network Equipment		\$ 501,420	\$ 1,165,133			\$ 1,666,553
7763 Servers		\$ 253,985	\$ 331,162			\$ 585,147
7764 Clocks/Bells/Speakers		\$ 24,795	\$ 19,130			\$ 43,925
7766 Surveillance		\$ 35,156	\$ 905,855			\$ 941,011
7767 Racks/Infrastructure		\$ 40,439				\$ 40,439
Technology Security			\$ 1,126,760			\$ 1,126,760
Wireless Access			\$ 651,600	\$ 167,862		\$ 819,462
Cabling/Rack Infrastructure				\$ 2,932,138		\$ 2,932,138
Polevault Projection Systems			\$ 122,920			\$ 122,920
Charter School	\$ 5,721	\$ 14,138	\$ 1,980,141			\$ 2,000,000
Relocatable Moves	\$ 263,866	\$ 243,947	\$ 5,000	\$ 250,000	\$ 237,188	\$ 1,000,000
TOTAL MODERNIZATION	\$ 720,875.06	\$ 2,323,636.24	\$ 9,052,806.65	\$ 16,352,500.00	\$ 30,093,981.50	\$ 58,543,799.45
Administration	\$ 10,097	\$ 12,390	\$ 17,513	\$ 50,000	\$ 100,000	\$ 190,000
Contingency					\$ 1,800,000	\$ 1,800,000
TOTAL CONTINGENCY/ADMINISTRATION	\$ 10,097.39	\$ 12,389.54	\$ 17,513.00	\$ 50,000.00	\$ 1,900,000.00	\$ 1,989,999.93
TOTAL BOND PROJECTS	\$ 730,972	\$ 2,336,026	\$ 9,070,320	\$ 16,402,500	\$ 31,993,982	\$ 60,533,799



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: November 16, 2010
SUBJECT: Receive Report on Facilities Utilization

BACKGROUND: On March 30, 2010, the Superintendent formed a School Facilities Utilization Committee to study the enrollment, location, capacity, and condition of K-5 and K-8 school facilities, and make recommendations to maximize available facility space. Two factors of primary concern were:

1. A decision by the School Board on March 30, 2010 to investigate the potential of closing a school for the 2011-12 school year as a possible budget reduction.
2. The inability to make progress on school modernization plans at the five oldest schools in the district due to the reduction in assessed home values in the attendance areas of the district.

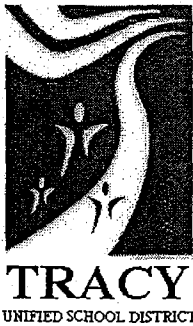
RATIONALE: The committee met for the first time on October 7, 2010 and was introduced to the following series of school closure criteria developed by the California Department of Education: enrollment trends, school capacities/loading, educational programs, facility conditions, modernization plans, district financial circumstances and anticipated fiscal relief from school closure, cost of operating a school, feasible options to closing a school, and property disposition.

These variables were studied, and a set of conclusions was developed at the end of each meeting. Those conclusions and a set of resource documents are included in the attached report. After completing five weeks of study, the conclusions generated at the end of each session were discussed further, and a set of general conclusions were developed. Those conclusions are also included in the attached report.

FUNDING: Cost items.

RECOMMENDATION: Receive Report on Facilities Utilization

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



BUSINESS SERVICES MEMORANDUM

TO: *cg* Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 1, 2010
SUBJECT: Approve Payroll Reports (July-November, 2010)

BACKGROUND: Financial Services Department submits summaries of payroll warrants issued each month 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 #7-Develop Powerful Educational Leaders.

FUNDING: N/A

RECOMMENDATION: Approve Payroll Report

Prepared by: Reed Call, Director of Financial Services

DATE: 7/30/10

FUND 01 GROSS PAYROLL	\$ 2,718,667.57
BENEFITS	\$ 1,371,225.97
TOTAL	\$ 4,089,893.54

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 6,433.90
BENEFITS	\$ 4,928.66
TOTAL	\$ 11,362.56

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ -
BENEFITS	\$ 2,329.87
TOTAL	\$ 2,329.87

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 36,346.66
BENEFITS	\$ 20,070.39
TOTAL	\$ 56,417.05

DISTRICT TOTAL	\$ 4,160,003.02
-----------------------	------------------------

Report: R0010A

Gross Wage & Fringe Summary by Object for JULY REGULAR 7/30/2010

Fiscal Year 2010/2011

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	1,243,999.08	0.00	1,243,999.08
1200	CERT PUPIL SUPPORT SALARIES	227,508.90	0.00	227,508.90
1300	CERT SUPRVSRs' & ADMINS' SAL	30,011.35	0.00	30,011.35
1320	SUPERINTENDENTS SALARIES	14,579.05	0.00	14,579.05
1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
1340	CERT. ADMINISTRATOR SALARIES	301,602.19	0.00	301,602.19
1900	OTHER CERTIFICATED SALARIES	15,820.38	0.00	15,820.38
2100	INSTRUCTIONAL AIDES' SALARIES	76,808.08	0.00	76,808.08
2200	CLASSIFIED SUPPORT SALARIES	428,270.13	0.00	428,270.13
2300	CLASS SUPRVSRs' & ADMINS' SAL	2,400.00	0.00	2,400.00
2310	CLASS SUPERVISORS SALARIES	26,878.03	0.00	26,878.03
2320	CLASS. ADMINISTRATOR SALARIES	83,230.40	0.00	83,230.40
2400	CLERICAL & OFFICE SALARIES	111,684.25	0.00	111,684.25
2407	CLERICAL AND OFFICE SAL HOURLY	130,655.42	0.00	130,655.42
2900	OTHER CLASSIFIED SALARIES	14,147.64	0.00	14,147.64
3101	STRS ON 1000 SALARIES	0.00	149,269.76	149,269.76
3201	PERS ON 1000 SALARIES	0.00	3,693.08	3,693.08
3202	PERS ON 2000 SALARIES	0.00	92,065.16	92,065.16
3311	OASDI ON 1000 SALARIES	0.00	2,014.84	2,014.84
3312	OASDI ON 2000 SALARIES	0.00	49,285.43	49,285.43
3321	FICA-MED ON 1000 SALARIES	0.00	23,695.68	23,695.68
3322	FICA-MED ON 2000 SALARIES	0.00	11,725.13	11,725.13
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	585.52	585.52
3411	HEALTH & WELFARE ON 1000 SALS	0.00	576,334.12	576,334.12
3412	HEALTH & WELFARE ON 2000 SALS	0.00	222,580.64	222,580.64
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	13,280.96	13,280.96
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	6,293.50	6,293.50
3601	WORKER'S COMP INS ON 1000 SAL	0.00	30,635.02	30,635.02
3602	WORKER'S COMP INS ON 2000 SAL	0.00	14,516.68	14,516.68
3711	H & W CURRENT RETIREES ON 1000	0.00	102,381.04	102,381.04
3712	H & W CURRENT RETIREES ON 2000	0.00	72,869.41	72,869.41

01 Fund Total:

2,718,667.57

1,371,225.97

4,089,893.54

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2400	CLERICAL & OFFICE SALARIES	6,433.90	0.00	6,433.90
3202	PERS ON 2000 SALARIES	0.00	688.86	688.86
3312	OASDI ON 2000 SALARIES	0.00	344.44	344.44
3322	FICA-MED ON 2000 SALARIES	0.00	80.55	80.55
3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,661.63	3,661.63
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	46.32	46.32
3602	WORKER'S COMP INS ON 2000 SAL	0.00	106.86	106.86

11 Fund Total:

6,433.90

4,928.66

11,362.56

Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,299.42	1,299.42
3412	HEALTH & WELFARE ON 2000 SALS	0.00	1,030.45	1,030.45

Report: R0010A

Gross Wage & Fringe Summary by Object for JULY REGULAR 7/30/2010

Fiscal Year 2010/2011

12 Fund Total:		0.00	2,329.87	2,329.87
Fund: 13	CAFETERIA FUND			
	Object	Description	Wage Total	Fringe Total
	2200	CLASSIFIED SUPPORT SALARIES	22,787.38	0.00
	2400	CLERICAL & OFFICE SALARIES	13,559.28	0.00
	3202	PERS ON 2000 SALARIES	0.00	3,641.22
	3312	OASDI ON 2000 SALARIES	0.00	1,990.56
	3322	FICA-MED ON 2000 SALARIES	0.00	499.43
	3332	ALTER. RETIREMENT ON 2000 SAL	0.00	102.90
	3412	HEALTH & WELFARE ON 2000 SALS	0.00	12,970.91
	3502	STATE UNEMPLOY ON 2000 SALARY	0.00	261.72
	3602	WORKER'S COMP INS ON 2000 SAL	0.00	603.65
13 Fund Total:			36,346.66	20,070.39
District Total:			2,761,448.13	1,398,554.89
				4,160,003.02

DATE: 8/10/10 JULY SUPPLEMENTAL

FUND 01 GROSS PAYROLL	\$	181,505.22
BENEFITS	\$	26,258.39
TOTAL	\$	207,763.61

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	10,111.69
BENEFITS	\$	5,509.21
TOTAL	\$	15,620.90

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	-
BENEFITS	\$	-
TOTAL	\$	-

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	16,827.58
BENEFITS	\$	2,345.70
TOTAL	\$	19,173.28

DISTRICT TOTAL	\$	242,557.79
-----------------------	-----------	-------------------

Report: R0010A

Gross Wage & Fringe Summary by Object for JULY SUPPLEMENTAL 8/10/2010

Fiscal Year 2010/2011

92

Fund: 01	GEN FUND/CO SCHOOL SERV FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	6,797.89	0.00	6,797.89
		1104	TEACHERS' SALARIES SUMMER SCHL	64,627.50	0.00	64,627.50
		1105	TEACHERS' SALARIES SUBS	910.00	0.00	910.00
		1107	TEACHERS' SALARIES HOURLY	330.75	0.00	330.75
		1120	HOME INSTRUCTION SALARIES	441.00	0.00	441.00
		1200	CERT PUPIL SUPPORT SALARIES	5,538.96	0.00	5,538.96
		2100	INSTRUCTIONAL AIDES' SALARIES	3,296.50	0.00	3,296.50
		2104	INSTR AIDES SALARY SUMMER SCHL	31,151.15	0.00	31,151.15
		2105	INSTR AIDES SALARIES SUBS	222.06	0.00	222.06
		2200	CLASSIFIED SUPPORT SALARIES	32,115.08	0.00	32,115.08
		2204	CLASS SUPPORT SAL SUMMER SCHL	6,486.09	0.00	6,486.09
		2206	CLASS SUPPORT SALARY OVERTIME	13,897.44	0.00	13,897.44
		2300	CLASS SUPRVSRs' & ADMINS' SAL	200.00	0.00	200.00
		2310	CLASS SUPERVISORS SALARIES	5,083.70	0.00	5,083.70
		2400	CLERICAL & OFFICE SALARIES	969.92	0.00	969.92
		2404	CLERICAL AND OFFICE SAL SUMMER	5,293.85	0.00	5,293.85
		2406	CLERICAL AND OFFICE SAL OT	674.74	0.00	674.74
		2407	CLERICAL AND OFFICE SAL HOURLY	3,287.39	0.00	3,287.39
		2900	OTHER CLASSIFIED SALARIES	157.82	0.00	157.82
		2905	OTHER CLASSIFIED SALARY SUBS	23.38	0.00	23.38
		3101	STRS ON 1000 SALARIES	0.00	6,436.52	6,436.52
		3202	PERS ON 2000 SALARIES	0.00	6,681.58	6,681.58
		3312	OASDI ON 2000 SALARIES	0.00	6,224.16	6,224.16
		3321	FICA-MED ON 1000 SALARIES	0.00	1,061.32	1,061.32
		3322	FICA-MED ON 2000 SALARIES	0.00	1,484.58	1,484.58
		3331	ALTER. RETIREMENT ON 1000 SAL	0.00	11.83	11.83
		3332	ALTER. RETIREMENT ON 2000 SAL	0.00	37.17	37.17
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	566.26	566.26
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	740.60	740.60
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	1,306.13	1,306.13
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,708.24	1,708.24
01 Fund Total:				181,505.22	26,258.39	207,763.61

Fund: 11	ADULT EDUCATION FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		2400	CLERICAL & OFFICE SALARIES	10,111.69	0.00	10,111.69
		3312	OASDI ON 2000 SALARIES	0.00	626.93	626.93
		3322	FICA-MED ON 2000 SALARIES	0.00	146.61	146.61
		3411	HEALTH & WELFARE ON 1000 SALS	0.00	3,396.00	3,396.00
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	1,098.91	1,098.91
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	72.80	72.80
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	167.96	167.96
11 Fund Total:				10,111.69	5,509.21	15,620.90

Fund: 13	CAFETERIA FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		2200	CLASSIFIED SUPPORT SALARIES	15,487.96	0.00	15,487.96
		2205	CLASS SUPPORT SALARIES SUBS	1,339.62	0.00	1,339.62

Report: R0010A

Gross Wage & Fringe Summary by Object for JULY SUPPLEMENTAL 8/10/2010

Fiscal Year 2010/2011

3202	PERS ON 2000 SALARIES	0.00	843.28	843.28
3312	OASDI ON 2000 SALARIES	0.00	686.18	686.18
3322	FICA-MED ON 2000 SALARIES	0.00	243.99	243.99
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	171.62	171.62
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	121.17	121.17
3602	WORKER'S COMP INS ON 2000 SAL	0.00	279.46	279.46
		-----	-----	-----
13 Fund Total:		16,827.58	2,345.70	19,173.28
		-----	-----	-----
District Total:		208,444.49	34,113.30	242,557.79
		-----	-----	-----

DATE: 8/31/10

FUND 01 GROSS PAYROLL	\$ 5,772,260.24
BENEFITS	\$ 2,079,436.64
TOTAL	\$ 7,851,696.88

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 15,470.37
BENEFITS	\$ 6,830.75
TOTAL	\$ 22,301.12

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 4,843.93
BENEFITS	\$ 5,030.75
TOTAL	\$ 9,874.68

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 100,911.56
BENEFITS	\$ 34,341.55
TOTAL	\$ 135,253.11

DISTRICT TOTAL	\$ 8,019,125.79
-----------------------	------------------------

Report: R0010A

Gross Wage & Fringe Summary by Object for AUGUST REGULAR 8/31/2010

Fiscal Year 2010/2011

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	3,877,349.73	0.00	3,877,349.73
1107	TEACHERS' SALARIES HOURLY	393.75	0.00	393.75
1120	HOME INSTRUCTION SALARIES	7,205.83	0.00	7,205.83
1200	CERT PUPIL SUPPORT SALARIES	227,508.90	0.00	227,508.90
1300	CERT SUPRVSRs' & ADMINS' SAL	30,011.35	0.00	30,011.35
1310	CERT. SUPERVISOR SALARIES	11,080.58	0.00	11,080.58
1320	SUPERINTENDENTS SALARIES	16,018.68	0.00	16,018.68
1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
1340	CERT. ADMINISTRATOR SALARIES	296,872.81	0.00	296,872.81
1900	OTHER CERTIFICATED SALARIES	39,391.45	0.00	39,391.45
2100	INSTRUCTIONAL AIDES' SALARIES	268,385.06	0.00	268,385.06
2200	CLASSIFIED SUPPORT SALARIES	499,701.22	0.00	499,701.22
2300	CLASS SUPRVSRs' & ADMINS' SAL	8,007.10	0.00	8,007.10
2310	CLASS SUPERVISORS SALARIES	26,919.67	0.00	26,919.67
2320	CLASS. ADMINISTRATOR SALARIES	83,230.40	0.00	83,230.40
2400	CLERICAL & OFFICE SALARIES	206,256.10	0.00	206,256.10
2407	CLERICAL AND OFFICE SAL HOURLY	130,655.42	0.00	130,655.42
2900	OTHER CLASSIFIED SALARIES	32,199.52	0.00	32,199.52
3101	STRS ON 1000 SALARIES	0.00	383,701.70	383,701.70
3201	PERS ON 1000 SALARIES	0.00	8,940.99	8,940.99
3202	PERS ON 2000 SALARIES	0.00	132,114.17	132,114.17
3311	OASDI ON 1000 SALARIES	0.00	4,826.57	4,826.57
3312	OASDI ON 2000 SALARIES	0.00	70,956.09	70,956.09
3321	FICA-MED ON 1000 SALARIES	0.00	59,683.95	59,683.95
3322	FICA-MED ON 2000 SALARIES	0.00	17,231.79	17,231.79
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,916.16	1,916.16
3411	HEALTH & WELFARE ON 1000 SALS	0.00	830,124.23	830,124.23
3412	HEALTH & WELFARE ON 2000 SALS	0.00	257,274.26	257,274.26
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	32,521.24	32,521.24
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	9,038.68	9,038.68
3601	WORKER'S COMP INS ON 1000 SAL	0.00	75,017.12	75,017.12
3602	WORKER'S COMP INS ON 2000 SAL	0.00	20,848.95	20,848.95
3711	H & W CURRENT RETIREES ON 1000	0.00	102,962.33	102,962.33
3712	H & W CURRENT RETIREES ON 2000	0.00	72,278.41	72,278.41

01 Fund Total:

5,772,260.24

2,079,436.64

7,851,696.88

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2400	CLERICAL & OFFICE SALARIES	15,470.37	0.00	15,470.37
3202	PERS ON 2000 SALARIES	0.00	1,656.40	1,656.40
3312	OASDI ON 2000 SALARIES	0.00	895.55	895.55
3322	FICA-MED ON 2000 SALARIES	0.00	209.43	209.43
3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,701.05	3,701.05
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	111.38	111.38
3602	WORKER'S COMP INS ON 2000 SAL	0.00	256.94	256.94

11 Fund Total:

15,470.37

6,830.75

22,301.12

Fund: 12 CHILD DEVELOPMENT FUND

Report: R0010A

Gross Wage & Fringe Summary by Object for AUGUST REGULAR 8/31/2010

Fiscal Year 2010/2011

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	1,586.65	0.00	1,586.65
2100	INSTRUCTIONAL AIDES' SALARIES	796.92	0.00	796.92
2400	CLERICAL & OFFICE SALARIES	2,460.36	0.00	2,460.36
3101	STRS ON 1000 SALARIES	0.00	142.80	142.80
3202	PERS ON 2000 SALARIES	0.00	287.37	287.37
3312	OASDI ON 2000 SALARIES	0.00	152.54	152.54
3321	FICA-MED ON 1000 SALARIES	0.00	23.01	23.01
3322	FICA-MED ON 2000 SALARIES	0.00	47.24	47.24
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	35.06	35.06
3411	HEALTH & WELFARE ON 1000 SALS	0.00	2,462.00	2,462.00
3412	HEALTH & WELFARE ON 2000 SALS	0.00	1,765.41	1,765.41
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	11.42	11.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	23.45	23.45
3601	WORKER'S COMP INS ON 1000 SAL	0.00	26.35	26.35
3602	WORKER'S COMP INS ON 2000 SAL	0.00	54.10	54.10
12 Fund Total:		4,843.93	5,030.75	9,874.68

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	87,352.28	0.00	87,352.28
2400	CLERICAL & OFFICE SALARIES	13,559.28	0.00	13,559.28
3202	PERS ON 2000 SALARIES	0.00	8,150.96	8,150.96
3312	OASDI ON 2000 SALARIES	0.00	4,381.61	4,381.61
3322	FICA-MED ON 2000 SALARIES	0.00	1,434.78	1,434.78
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,244.30	1,244.30
3412	HEALTH & WELFARE ON 2000 SALS	0.00	16,727.42	16,727.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	726.55	726.55
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,675.93	1,675.93
13 Fund Total:		100,911.56	34,341.55	135,253.11
District Total:		5,893,486.10	2,125,639.69	8,019,125.79

DATE: 9/10/10 AUGUST SUPPLEMENTAL

FUND 01 GROSS PAYROLL	\$	189,776.49
BENEFITS	\$	21,747.17
TOTAL	\$	211,523.66
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	3,937.97
BENEFITS	\$	5,113.25
TOTAL	\$	9,051.22
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	1,775.08
BENEFITS	\$	142.05
TOTAL	\$	1,917.13
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	12,130.39
BENEFITS	\$	1,929.00
TOTAL	\$	14,059.39
DISTRICT TOTAL	\$	236,551.40

Report: R0010A

Gross Wage & Fringe Summary by Object for AUGUST SUPPLEMENTAL 9/10/2010 Fiscal Year 2010/2011

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	70,913.20	0.00	70,913.20
1105	TEACHERS' SALARIES SUBS	2,416.58	0.00	2,416.58
1107	TEACHERS' SALARIES HOURLY	1,338.75	0.00	1,338.75
1120	HOME INSTRUCTION SALARIES	189.00	0.00	189.00
1201	CERT PUPIL SUPPORT SALRY EXTRA	730.50	0.00	730.50
1340	CERT. ADMINISTRATOR SALARIES	6,142.28	0.00	6,142.28
1900	OTHER CERTIFICATED SALARIES	1,623.00	0.00	1,623.00
2100	INSTRUCTIONAL AIDES' SALARIES	7,282.68	0.00	7,282.68
2104	INSTR AIDES SALARY SUMMER SCHL	339.08	0.00	339.08
2105	INSTR AIDES SALARIES SUBS	362.79	0.00	362.79
2200	CLASSIFIED SUPPORT SALARIES	10,444.38	0.00	10,444.38
2201	CLASS SUPPORT SALARIES EXTRA	167.67	0.00	167.67
2205	CLASS SUPPORT SALARIES SUBS	3,559.20	0.00	3,559.20
2206	CLASS SUPPORT SALARY OVERTIME	75,561.10	0.00	75,561.10
2300	CLASS SUPRVRS' & ADMINS' SAL	1,517.60	0.00	1,517.60
2400	CLERICAL & OFFICE SALARIES	4,255.78	0.00	4,255.78
2405	CLERICAL AND OFFICE SAL SUBS	489.60	0.00	489.60
2407	CLERICAL AND OFFICE SAL HOURLY	1,265.00	0.00	1,265.00
2900	OTHER CLASSIFIED SALARIES	1,076.01	0.00	1,076.01
2905	OTHER CLASSIFIED SALARY SUBS	102.29	0.00	102.29
3101	STRS ON 1000 SALARIES	0.00	6,162.52	6,162.52
3201	PERS ON 1000 SALARIES	0.00	10.81	10.81
3202	PERS ON 2000 SALARIES	0.00	2,058.81	2,058.81
3311	OASDI ON 1000 SALARIES	0.00	6.26	6.26
3312	OASDI ON 2000 SALARIES	0.00	6,023.82	6,023.82
3321	FICA-MED ON 1000 SALARIES	0.00	1,119.30	1,119.30
3322	FICA-MED ON 2000 SALARIES	0.00	1,543.13	1,543.13
3331	ALTER. RETIREMENT ON 1000 SAL	0.00	27.28	27.28
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	277.23	277.23
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	599.97	599.97
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	766.24	766.24
3601	WORKER'S COMP INS ON 1000 SAL	0.00	1,384.35	1,384.35
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,767.45	1,767.45
01 Fund Total:		189,776.49	21,747.17	211,523.66

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	1,190.31	0.00	1,190.31
1200	CERT PUPIL SUPPORT SALARIES	653.66	0.00	653.66
2100	INSTRUCTIONAL AIDES' SALARIES	1,048.51	0.00	1,048.51
2400	CLERICAL & OFFICE SALARIES	1,045.49	0.00	1,045.49
3101	STRS ON 1000 SALARIES	0.00	114.06	114.06
3202	PERS ON 2000 SALARIES	0.00	219.34	219.34
3312	OASDI ON 2000 SALARIES	0.00	129.82	129.82
3321	FICA-MED ON 1000 SALARIES	0.00	18.65	18.65
3322	FICA-MED ON 2000 SALARIES	0.00	30.36	30.36
3411	HEALTH & WELFARE ON 1000 SALS	0.00	3,396.00	3,396.00
3412	HEALTH & WELFARE ON 2000 SALS	0.00	1,111.28	1,111.28
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	13.27	13.27

Report: R0010A

Gross Wage & Fringe Summary by Object for AUGUST SUPPLEMENTAL 9/10/2010 Fiscal Year 2010/2011

3502	STATE UNEMPLOY ON 2000 SALARY	0.00	15.07	15.07
3601	WORKER'S COMP INS ON 1000 SAL	0.00	30.63	30.63
3602	WORKER'S COMP INS ON 2000 SAL	0.00	34.77	34.77
11 Fund Total:		3,937.97	5,113.25	9,051.22
Fund: 12 CHILD DEVELOPMENT FUND				
Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	472.50	0.00	472.50
2100	INSTRUCTIONAL AIDES' SALARIES	696.34	0.00	696.34
2900	OTHER CLASSIFIED SALARIES	606.24	0.00	606.24
3101	STRS ON 1000 SALARIES	0.00	38.98	38.98
3202	PERS ON 2000 SALARIES	0.00	0.89	0.89
3312	OASDI ON 2000 SALARIES	0.00	7.50	7.50
3321	FICA-MED ON 1000 SALARIES	0.00	6.85	6.85
3322	FICA-MED ON 2000 SALARIES	0.00	18.88	18.88
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	26.67	26.67
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	3.40	3.40
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	9.39	9.39
3601	WORKER'S COMP INS ON 1000 SAL	0.00	7.85	7.85
3602	WORKER'S COMP INS ON 2000 SAL	0.00	21.64	21.64
12 Fund Total:		1,775.08	142.05	1,917.13
Fund: 13 CAFETERIA FUND				
Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	10,992.05	0.00	10,992.05
2205	CLASS SUPPORT SALARIES SUBS	1,138.34	0.00	1,138.34
3202	PERS ON 2000 SALARIES	0.00	795.59	795.59
3312	OASDI ON 2000 SALARIES	0.00	524.10	524.10
3322	FICA-MED ON 2000 SALARIES	0.00	175.91	175.91
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	144.54	144.54
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	87.37	87.37
3602	WORKER'S COMP INS ON 2000 SAL	0.00	201.49	201.49
13 Fund Total:		12,130.39	1,929.00	14,059.39
District Total:		207,619.93	28,931.47	236,551.40

DATE: 9/30/10

FUND 01 GROSS PAYROLL	\$ 5,836,457.41
BENEFITS	\$ 1,749,107.64
TOTAL	\$ 7,585,565.05

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 15,470.37
BENEFITS	\$ 6,801.03
TOTAL	\$ 22,271.40

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 4,843.93
BENEFITS	\$ 2,039.85
TOTAL	\$ 6,883.78

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 100,860.88
BENEFITS	\$ 29,500.93
TOTAL	\$ 130,361.81

DISTRICT TOTAL	\$ 7,745,082.04
-----------------------	------------------------

DATE: 10/08/10 SEPTEMBER SUPPLEMENTAL

FUND 01 GROSS PAYROLL	\$ 372,732.47
BENEFITS	\$ 39,921.97
TOTAL	\$ 412,654.44
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 30,407.59
BENEFITS	\$ 5,020.72
TOTAL	\$ 35,428.31
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 3,307.65
BENEFITS	\$ 209.45
TOTAL	\$ 3,517.10
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 21,067.89
BENEFITS	\$ 2,504.40
TOTAL	\$ 23,572.29
DISTRICT TOTAL	\$ 475,172.14

Report: R0010A

Gross Wage & Fringe Summary by Object for SEPT SUPPLEMENTAL 10/08/2010

Fiscal Year 2010/2011

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	107,917.10	0.00	107,917.10
1105	TEACHERS' SALARIES SUBS	111,664.14	0.00	111,664.14
1107	TEACHERS' SALARIES HOURLY	1,590.75	0.00	1,590.75
1120	HOME INSTRUCTION SALARIES	3,118.51	0.00	3,118.51
1201	CERT PUPIL SUPPORT SALRY EXTRA	3,026.37	0.00	3,026.37
1330	ASSISTANT SUPERINTENDENTS SAL	1,637.41	0.00	1,637.41
1340	CERT. ADMINISTRATOR SALARIES	9,814.64	0.00	9,814.64
1900	OTHER CERTIFICATED SALARIES	180.26	0.00	180.26
2100	INSTRUCTIONAL AIDES' SALARIES	17,380.42	0.00	17,380.42
2105	INSTR AIDES SALARIES SUBS	8,911.56	0.00	8,911.56
2106	INSTR AIDES SALARIES OVERTIME	283.81	0.00	283.81
2200	CLASSIFIED SUPPORT SALARIES	15,073.49	0.00	15,073.49
2201	CLASS SUPPORT SALARIES EXTRA	16.16	0.00	16.16
2205	CLASS SUPPORT SALARIES SUBS	9,409.03	0.00	9,409.03
2206	CLASS SUPPORT SALARY OVERTIME	65,305.35	0.00	65,305.35
2301	CLASS SUPV&ADMIN EXTRA/STIPEND	261.05	0.00	261.05
2400	CLERICAL & OFFICE SALARIES	7,893.00	0.00	7,893.00
2405	CLERICAL AND OFFICE SAL SUBS	336.60	0.00	336.60
2406	CLERICAL AND OFFICE SAL OT	549.23	0.00	549.23
2407	CLERICAL AND OFFICE SAL HOURLY	1,051.62	0.00	1,051.62
2900	OTHER CLASSIFIED SALARIES	4,774.79	0.00	4,774.79
2905	OTHER CLASSIFIED SALARY SUBS	2,537.18	0.00	2,537.18
3101	STRS ON 1000 SALARIES	0.00	14,999.79	14,999.79
3201	PERS ON 1000 SALARIES	0.00	226.18	226.18
3202	PERS ON 2000 SALARIES	0.00	2,867.65	2,867.65
3311	OASDI ON 1000 SALARIES	0.00	197.52	197.52
3312	OASDI ON 2000 SALARIES	0.00	5,914.19	5,914.19
3321	FICA-MED ON 1000 SALARIES	0.00	3,248.76	3,248.76
3322	FICA-MED ON 2000 SALARIES	0.00	1,942.01	1,942.01
3331	ALTER. RETIREMENT ON 1000 SAL	0.00	219.61	219.61
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,281.90	1,281.90
3412	HEALTH & WELFARE ON 2000 SALS	0.00	150.75	150.75
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	1,720.17	1,720.17
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	963.26	963.26
3601	WORKER'S COMP INS ON 1000 SAL	0.00	3,968.26	3,968.26
3602	WORKER'S COMP INS ON 2000 SAL	0.00	2,221.92	2,221.92
		372,732.47	39,921.97	412,654.44

01 Fund Total:

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	18,895.86	0.00	18,895.86
1105	TEACHERS' SALARIES SUBS	242.40	0.00	242.40
1200	CERT PUPIL SUPPORT SALARIES	4,921.60	0.00	4,921.60
2100	INSTRUCTIONAL AIDES' SALARIES	5,943.69	0.00	5,943.69
2406	CLERICAL AND OFFICE SAL OT	404.04	0.00	404.04
3101	STRS ON 1000 SALARIES	0.00	1,589.47	1,589.47
3202	PERS ON 2000 SALARIES	0.00	631.53	631.53
3312	OASDI ON 2000 SALARIES	0.00	422.97	422.97
3321	FICA-MED ON 1000 SALARIES	0.00	278.80	278.80

Report: R0010A

Gross Wage & Fringe Summary by Object for SEPT SUPPLEMENTAL 10/08/2010 Fiscal Year 2010/2011

3322	FICA-MED ON 2000 SALARIES	0.00	98.92	98.92
3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,204.94	1,204.94
3412	HEALTH & WELFARE ON 2000 SALS	0.00	70.13	70.13
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	173.25	173.25
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	45.70	45.70
3601	WORKER'S COMP INS ON 1000 SAL	0.00	399.59	399.59
3602	WORKER'S COMP INS ON 2000 SAL	0.00	105.42	105.42

11 Fund Total:		30,407.59	5,020.72	35,428.31
----------------	--	-----------	----------	-----------

Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2100	INSTRUCTIONAL AIDES' SALARIES	2,626.73	0.00	2,626.73
2900	OTHER CLASSIFIED SALARIES	680.92	0.00	680.92
3202	PERS ON 2000 SALARIES	0.00	6.66	6.66
3312	OASDI ON 2000 SALARIES	0.00	22.47	22.47
3322	FICA-MED ON 2000 SALARIES	0.00	47.95	47.95
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	53.63	53.63
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	23.81	23.81
3602	WORKER'S COMP INS ON 2000 SAL	0.00	54.93	54.93

12 Fund Total:		3,307.65	209.45	3,517.10
----------------	--	----------	--------	----------

Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	11,327.96	0.00	11,327.96
2205	CLASS SUPPORT SALARIES SUBS	9,388.07	0.00	9,388.07
2206	CLASS SUPPORT SALARY OVERTIME	351.86	0.00	351.86
3202	PERS ON 2000 SALARIES	0.00	723.53	723.53
3312	OASDI ON 2000 SALARIES	0.00	440.79	440.79
3322	FICA-MED ON 2000 SALARIES	0.00	305.46	305.46
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	532.99	532.99
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	151.70	151.70
3602	WORKER'S COMP INS ON 2000 SAL	0.00	349.93	349.93

13 Fund Total:		21,067.89	2,504.40	23,572.29
----------------	--	-----------	----------	-----------

District Total:		427,515.60	47,656.54	475,172.14
-----------------	--	------------	-----------	------------

DATE: 10/29/10

FUND 01 GROSS PAYROLL	\$ 5,867,503.59
BENEFITS	\$ 1,760,749.01
TOTAL	\$ 7,628,252.60

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 15,470.37
BENEFITS	\$ 6,807.15
TOTAL	\$ 22,277.52

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 5,622.79
BENEFITS	\$ 2,103.96
TOTAL	\$ 7,726.75

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 100,637.85
BENEFITS	\$ 29,555.41
TOTAL	\$ 130,193.26

DISTRICT TOTAL	\$ 7,788,450.13
-----------------------	------------------------

Report: R0010A

Gross Wage & Fringe Summary by Object for OCTOBER REGULAR 10/29/2010

Fiscal Year 2010/2011

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	3,955,857.87	0.00	3,955,857.87
1120	HOME INSTRUCTION SALARIES	7,205.83	0.00	7,205.83
1200	CERT PUPIL SUPPORT SALARIES	221,548.52	0.00	221,548.52
1300	CERT SUPRVSRs' & ADMINs' SAL	30,011.35	0.00	30,011.35
1310	CERT. SUPERVISOR SALARIES	9,870.35	0.00	9,870.35
1320	SUPERINTENDENTS SALARIES	16,018.68	0.00	16,018.68
1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
1340	CERT. ADMINISTRATOR SALARIES	300,466.18	0.00	300,466.18
1900	OTHER CERTIFICATED SALARIES	39,391.45	0.00	39,391.45
2100	INSTRUCTIONAL AIDES' SALARIES	280,999.44	0.00	280,999.44
2200	CLASSIFIED SUPPORT SALARIES	505,599.23	0.00	505,599.23
2300	CLASS SUPRVSRs' & ADMINs' SAL	8,007.10	0.00	8,007.10
2310	CLASS SUPERVISORS SALARIES	26,919.67	0.00	26,919.67
2320	CLASS. ADMINISTRATOR SALARIES	83,230.40	0.00	83,230.40
2400	CLERICAL & OFFICE SALARIES	207,861.90	0.00	207,861.90
2407	CLERICAL AND OFFICE SAL HOURLY	130,655.42	0.00	130,655.42
2900	OTHER CLASSIFIED SALARIES	32,787.53	0.00	32,787.53
3101	STRs ON 1000 SALARIES	0.00	389,630.29	389,630.29
3201	PERS ON 1000 SALARIES	0.00	8,975.08	8,975.08
3202	PERS ON 2000 SALARIES	0.00	134,134.39	134,134.39
3311	OASDI ON 1000 SALARIES	0.00	4,409.82	4,409.82
3312	OASDI ON 2000 SALARIES	0.00	68,527.00	68,527.00
3321	FICA-MED ON 1000 SALARIES	0.00	55,825.94	55,825.94
3322	FICA-MED ON 2000 SALARIES	0.00	16,776.45	16,776.45
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,229.03	2,229.03
3411	HEALTH & WELFARE ON 1000 SALS	0.00	524,176.97	524,176.97
3412	HEALTH & WELFARE ON 2000 SALS	0.00	222,622.56	222,622.56
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	33,057.97	33,057.97
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	9,187.77	9,187.77
3601	WORKER'S COMP INS ON 1000 SAL	0.00	76,255.00	76,255.00
3602	WORKER'S COMP INS ON 2000 SAL	0.00	21,192.89	21,192.89
3711	H & W CURRENT RETIREES ON 1000	0.00	117,037.84	117,037.84
3712	H & W CURRENT RETIREES ON 2000	0.00	76,710.01	76,710.01

01 Fund Total:

5,867,503.59

1,760,749.01

7,628,252.60

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2400	CLERICAL & OFFICE SALARIES	15,470.37	0.00	15,470.37
3202	PERS ON 2000 SALARIES	0.00	1,656.40	1,656.40
3312	OASDI ON 2000 SALARIES	0.00	903.51	903.51
3322	FICA-MED ON 2000 SALARIES	0.00	211.31	211.31
3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,667.61	3,667.61
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	111.38	111.38
3602	WORKER'S COMP INS ON 2000 SAL	0.00	256.94	256.94

11 Fund Total:

15,470.37

6,807.15

22,277.52

Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
--------	-------------	------------	--------------	---------------------

Report: R0010A

Gross Wage & Fringe Summary by Object for OCTOBER REGULAR 10/29/2010

Fiscal Year 2010/2011

1100	TEACHERS' SALARIES	1,586.65	0.00	1,586.65
2100	INSTRUCTIONAL AIDES' SALARIES	1,575.78	0.00	1,575.78
2400	CLERICAL & OFFICE SALARIES	2,460.36	0.00	2,460.36
3101	STRS ON 1000 SALARIES	0.00	142.80	142.80
3202	PERS ON 2000 SALARIES	0.00	287.37	287.37
3312	OASDI ON 2000 SALARIES	0.00	100.35	100.35
3321	FICA-MED ON 1000 SALARIES	0.00	11.69	11.69
3322	FICA-MED ON 2000 SALARIES	0.00	46.32	46.32
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	69.33	69.33
3411	HEALTH & WELFARE ON 1000 SALS	0.00	645.88	645.88
3412	HEALTH & WELFARE ON 2000 SALS	0.00	666.35	666.35
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	11.42	11.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	29.06	29.06
3601	WORKER'S COMP INS ON 1000 SAL	0.00	26.35	26.35
3602	WORKER'S COMP INS ON 2000 SAL	0.00	67.04	67.04

12 Fund Total:

5,622.79

2,103.96

7,726.75

Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	87,078.57	0.00	87,078.57
2400	CLERICAL & OFFICE SALARIES	13,559.28	0.00	13,559.28
3202	PERS ON 2000 SALARIES	0.00	8,439.66	8,439.66
3312	OASDI ON 2000 SALARIES	0.00	4,181.85	4,181.85
3322	FICA-MED ON 2000 SALARIES	0.00	1,357.45	1,357.45
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,151.38	1,151.38
3412	HEALTH & WELFARE ON 2000 SALS	0.00	12,029.11	12,029.11
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	724.56	724.56
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,671.40	1,671.40

13 Fund Total:

100,637.85

29,555.41

130,193.26

District Total:

5,989,234.60

1,799,215.53

7,788,450.13

808

DATE: 11/10/10 OCTOBER SUPPLEMENTAL

FUND 01 GROSS PAYROLL	\$	462,597.80
BENEFITS	\$	50,669.88
TOTAL	\$	513,267.68

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	30,206.63
BENEFITS	\$	5,009.93
TOTAL	\$	35,216.56

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	5,759.55
BENEFITS	\$	267.67
TOTAL	\$	6,027.22

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	19,691.82
BENEFITS	\$	2,158.79
TOTAL	\$	21,850.61

DISTRICT TOTAL	\$	576,362.07
-----------------------	-----------	-------------------

Report: R0010A

Gross Wage & Fringe Summary by Object for OCTOBER SUPPL. 11/10/2010

Fiscal Year 2010/2011

011

Fund: 01	GEN FUND/CO SCHOOL SERV FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	93,913.87	0.00	93,913.87
		1105	TEACHERS' SALARIES SUBS	199,267.18	0.00	199,267.18
		1107	TEACHERS' SALARIES HOURLY	1,622.25	0.00	1,622.25
		1120	HOME INSTRUCTION SALARIES	3,181.51	0.00	3,181.51
		1201	CERT PUPIL SUPPORT SALRY EXTRA	3,091.59	0.00	3,091.59
		1340	CERT. ADMINISTRATOR SALARIES	11,364.32	0.00	11,364.32
		1900	OTHER CERTIFICATED SALARIES	2,247.78	0.00	2,247.78
		2100	INSTRUCTIONAL AIDES' SALARIES	19,879.33	0.00	19,879.33
		2105	INSTR AIDES SALARIES SUBS	10,130.03	0.00	10,130.03
		2106	INSTR AIDES SALARIES OVERTIME	158.27	0.00	158.27
		2200	CLASSIFIED SUPPORT SALARIES	11,078.58	0.00	11,078.58
		2205	CLASS SUPPORT SALARIES SUBS	12,047.80	0.00	12,047.80
		2206	CLASS SUPPORT SALARY OVERTIME	77,315.07	0.00	77,315.07
		2400	CLERICAL & OFFICE SALARIES	5,124.32	0.00	5,124.32
		2405	CLERICAL AND OFFICE SAL SUBS	238.68	0.00	238.68
		2406	CLERICAL AND OFFICE SAL OT	2,072.21	0.00	2,072.21
		2407	CLERICAL AND OFFICE SAL HOURLY	1,419.63	0.00	1,419.63
		2900	OTHER CLASSIFIED SALARIES	5,609.29	0.00	5,609.29
		2905	OTHER CLASSIFIED SALARY SUBS	2,836.09	0.00	2,836.09
		3101	STRS ON 1000 SALARIES	0.00	21,279.97	21,279.97
		3201	PERS ON 1000 SALARIES	0.00	195.53	195.53
		3202	PERS ON 2000 SALARIES	0.00	2,768.41	2,768.41
		3311	OASDI ON 1000 SALARIES	0.00	201.82	201.82
		3312	OASDI ON 2000 SALARIES	0.00	6,666.37	6,666.37
		3321	FICA-MED ON 1000 SALARIES	0.00	4,415.09	4,415.09
		3322	FICA-MED ON 2000 SALARIES	0.00	2,144.72	2,144.72
		3331	ALTER. RETIREMENT ON 1000 SAL	0.00	382.77	382.77
		3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,602.09	1,602.09
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	2,265.58	2,265.58
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	1,064.90	1,064.90
		3601	WORKER'S COMP INS ON 1000 SAL	0.00	5,226.15	5,226.15
		3602	WORKER'S COMP INS ON 2000 SAL	0.00	2,456.48	2,456.48
				462,597.80	50,669.88	513,267.68
01	Fund Total:					

Fund: 11	ADULT EDUCATION FUND	Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
		1100	TEACHERS' SALARIES	20,398.46	0.00	20,398.46
		1105	TEACHERS' SALARIES SUBS	242.40	0.00	242.40
		1200	CERT PUPIL SUPPORT SALARIES	3,825.78	0.00	3,825.78
		2100	INSTRUCTIONAL AIDES' SALARIES	5,739.99	0.00	5,739.99
		3101	STRS ON 1000 SALARIES	0.00	1,704.31	1,704.31
		3202	PERS ON 2000 SALARIES	0.00	609.71	609.71
		3312	OASDI ON 2000 SALARIES	0.00	355.88	355.88
		3321	FICA-MED ON 1000 SALARIES	0.00	285.78	285.78
		3322	FICA-MED ON 2000 SALARIES	0.00	83.23	83.23
		3411	HEALTH & WELFARE ON 1000 SALS	0.00	1,184.10	1,184.10
		3412	HEALTH & WELFARE ON 2000 SALS	0.00	67.73	67.73
		3501	STATE UNEMPLOY ON 1000 SALARY	0.00	176.17	176.17
		3502	STATE UNEMPLOY ON 2000 SALARY	0.00	41.33	41.33

Report: R0010A

Gross Wage & Fringe Summary by Object for OCTOBER SUPPL. 11/10/2010

Fiscal Year 2010/2011

3601	WORKER'S COMP INS ON 1000 SAL	0.00	406.36	406.36
3602	WORKER'S COMP INS ON 2000 SAL	0.00	95.33	95.33
11 Fund Total:		30,206.63	5,009.93	35,216.56

Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	409.50	0.00	409.50
1340	CERT. ADMINISTRATOR SALARIES	2,226.15	0.00	2,226.15
2100	INSTRUCTIONAL AIDES' SALARIES	2,303.26	0.00	2,303.26
2106	INSTR AIDES SALARIES OVERTIME	46.93	0.00	46.93
2900	OTHER CLASSIFIED SALARIES	773.71	0.00	773.71
3101	STRS ON 1000 SALARIES	0.00	33.78	33.78
3312	OASDI ON 2000 SALARIES	0.00	6.98	6.98
3321	FICA-MED ON 1000 SALARIES	0.00	5.94	5.94
3322	FICA-MED ON 2000 SALARIES	0.00	45.29	45.29
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	38.52	38.52
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	18.98	18.98
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	22.52	22.52
3601	WORKER'S COMP INS ON 1000 SAL	0.00	43.77	43.77
3602	WORKER'S COMP INS ON 2000 SAL	0.00	51.89	51.89
12 Fund Total:		5,759.55	267.67	6,027.22

Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	10,011.12	0.00	10,011.12
2205	CLASS SUPPORT SALARIES SUBS	9,200.70	0.00	9,200.70
2206	CLASS SUPPORT SALARY OVERTIME	480.00	0.00	480.00
3202	PERS ON 2000 SALARIES	0.00	502.09	502.09
3312	OASDI ON 2000 SALARIES	0.00	354.78	354.78
3322	FICA-MED ON 2000 SALARIES	0.00	285.55	285.55
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	547.43	547.43
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	141.87	141.87
3602	WORKER'S COMP INS ON 2000 SAL	0.00	327.07	327.07
13 Fund Total:		19,691.82	2,158.79	21,850.61

District Total:

518,255.80	58,106.27	576,362.07
------------	-----------	------------

DATE: 11/30/10

FUND 01 GROSS PAYROLL	\$ 5,864,851.89
BENEFITS	\$ 1,753,289.66
TOTAL	\$ 7,618,141.55

FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 15,470.37
BENEFITS	\$ 6,697.59
TOTAL	\$ 22,167.96

FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 7,242.13
BENEFITS	\$ 2,458.88
TOTAL	\$ 9,701.01

FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 109,069.19
BENEFITS	\$ 32,239.84
TOTAL	\$ 141,309.03

DISTRICT TOTAL	\$ 7,791,319.55
-----------------------	------------------------

Run Date: 11/22/2010 15:10:50

TRACY UNIFIED SCHOOL DISTRICT

Page 1

Report: R0010A

Gross Wage & Fringe Summary by Object for NOVEMBER REGULAR 11/30/2010

Fiscal Year 2010/2011

Fund: 01 GEN FUND/CO SCHOOL SERV FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
1100	TEACHERS' SALARIES	3,961,224.43	0.00	3,961,224.43
1120	HOME INSTRUCTION SALARIES	7,205.83	0.00	7,205.83
1200	CERT PUPIL SUPPORT SALARIES	221,548.52	0.00	221,548.52
1300	CERT SUPRVSRs' & ADMINs' SAL	30,011.35	0.00	30,011.35
1310	CERT. SUPERVISOR SALARIES	9,870.35	0.00	9,870.35
1320	SUPERINTENDENTS SALARIES	16,018.68	0.00	16,018.68
1330	ASSISTANT SUPERINTENDENTS SAL	11,072.67	0.00	11,072.67
1340	CERT. ADMINISTRATOR SALARIES	300,657.66	0.00	300,657.66
1900	OTHER CERTIFICATED SALARIES	39,391.45	0.00	39,391.45
2100	INSTRUCTIONAL AIDES' SALARIES	281,823.97	0.00	281,823.97
2200	CLASSIFIED SUPPORT SALARIES	503,496.82	0.00	503,496.82
2300	CLASS SUPRVSRs' & ADMINs' SAL	8,007.10	0.00	8,007.10
2310	CLASS SUPERVISORS SALARIES	22,085.00	0.00	22,085.00
2320	CLASS. ADMINISTRATOR SALARIES	83,230.40	0.00	83,230.40
2400	CLERICAL & OFFICE SALARIES	206,014.36	0.00	206,014.36
2407	CLERICAL AND OFFICE SAL HOURLY	130,655.42	0.00	130,655.42
2900	OTHER CLASSIFIED SALARIES	32,537.88	0.00	32,537.88
3101	STRS ON 1000 SALARIES	0.00	390,181.15	390,181.15
3201	PERS ON 1000 SALARIES	0.00	8,975.08	8,975.08
3202	PERS ON 2000 SALARIES	0.00	133,308.17	133,308.17
3311	OASDI ON 1000 SALARIES	0.00	4,445.62	4,445.62
3312	OASDI ON 2000 SALARIES	0.00	67,682.69	67,682.69
3321	FICA-MED ON 1000 SALARIES	0.00	55,863.00	55,863.00
3322	FICA-MED ON 2000 SALARIES	0.00	16,709.18	16,709.18
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	2,232.11	2,232.11
3411	HEALTH & WELFARE ON 1000 SALS	0.00	523,676.59	523,676.59
3412	HEALTH & WELFARE ON 2000 SALS	0.00	220,594.41	220,594.41
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	33,097.97	33,097.97
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	9,128.67	9,128.67
3601	WORKER'S COMP INS ON 1000 SAL	0.00	76,347.29	76,347.29
3602	WORKER'S COMP INS ON 2000 SAL	0.00	21,056.56	21,056.56
3711	H & W CURRENT RETIREES ON 1000	0.00	116,419.00	116,419.00
3712	H & W CURRENT RETIREES ON 2000	0.00	73,572.17	73,572.17
01 Fund Total:		5,864,851.89	1,753,289.66	7,618,141.55

Fund: 11 ADULT EDUCATION FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2400	CLERICAL & OFFICE SALARIES	15,470.37	0.00	15,470.37
3202	PERS ON 2000 SALARIES	0.00	1,656.40	1,656.40
3312	OASDI ON 2000 SALARIES	0.00	903.51	903.51
3322	FICA-MED ON 2000 SALARIES	0.00	211.31	211.31
3412	HEALTH & WELFARE ON 2000 SALS	0.00	3,558.05	3,558.05
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	111.38	111.38
3602	WORKER'S COMP INS ON 2000 SAL	0.00	256.94	256.94
11 Fund Total:		15,470.37	6,697.59	22,167.96

Fund: 12 CHILD DEVELOPMENT FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
--------	-------------	------------	--------------	---------------------

113

Report: R0010A

Gross Wage & Fringe Summary by Object for NOVEMBER REGULAR 11/30/2010

Fiscal Year 2010/2011

1100	TEACHERS' SALARIES	1,586.65	0.00	1,586.65
2100	INSTRUCTIONAL AIDES' SALARIES	3,195.12	0.00	3,195.12
2400	CLERICAL & OFFICE SALARIES	2,460.36	0.00	2,460.36
3101	STRS ON 1000 SALARIES	0.00	142.80	142.80
3202	PERS ON 2000 SALARIES	0.00	460.75	460.75
3312	OASDI ON 2000 SALARIES	0.00	200.75	200.75
3321	FICA-MED ON 1000 SALARIES	0.00	11.69	11.69
3322	FICA-MED ON 2000 SALARIES	0.00	69.80	69.80
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	69.33	69.33
3411	HEALTH & WELFARE ON 1000 SALS	0.00	645.88	645.88
3412	HEALTH & WELFARE ON 2000 SALS	0.00	685.46	685.46
3501	STATE UNEMPLOY ON 1000 SALARY	0.00	11.42	11.42
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	40.72	40.72
3601	WORKER'S COMP INS ON 1000 SAL	0.00	26.35	26.35
3602	WORKER'S COMP INS ON 2000 SAL	0.00	93.93	93.93

12 Fund Total:

7,242.13

2,458.88

9,701.01

Fund: 13 CAFETERIA FUND

Object	Description	Wage Total	Fringe Total	Wage & Fringe Total
2200	CLASSIFIED SUPPORT SALARIES	95,509.91	0.00	95,509.91
2400	CLERICAL & OFFICE SALARIES	13,559.28	0.00	13,559.28
3202	PERS ON 2000 SALARIES	0.00	9,278.64	9,278.64
3312	OASDI ON 2000 SALARIES	0.00	4,649.71	4,649.71
3322	FICA-MED ON 2000 SALARIES	0.00	1,461.41	1,461.41
3332	ALTER. RETIREMENT ON 2000 SAL	0.00	1,134.87	1,134.87
3412	HEALTH & WELFARE ON 2000 SALS	0.00	13,118.53	13,118.53
3502	STATE UNEMPLOY ON 2000 SALARY	0.00	785.26	785.26
3602	WORKER'S COMP INS ON 2000 SAL	0.00	1,811.42	1,811.42

13 Fund Total:

109,069.19

32,239.84

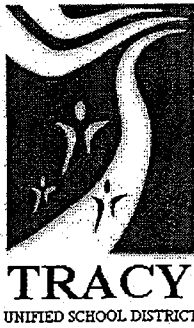
141,309.03

District Total:

5,996,633.58

1,794,685.97

7,791,319.55



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *gla* Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: December 1, 2010
SUBJECT: Approve Revolving Cash Fund Reports (October-November, 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 (October-November, 2010).

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

TUSD 2011
REVOLVING CASH FUND
October 2010

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
10/18/2010	8575	RESOURCES AREA FOR TEACHING	P.O. 111251 SCIENCE ERM PRESENTATION	
			01-4035-0-1110-1000-5800-800-2737	-120.00
TOTAL				-120.00
10/18/2010	8576	CASBO PROFESSIONAL DEVELOP...	CONF 11/30/10 LINDA STIBOREK	
			01-0000-0-1110-1000-5200-800-2952	-205.00
TOTAL				-205.00
10/20/2010	8577	DAYS INN SACRAMENTO DOWNTOWN...	CONFERENCE 10/22-23/2010 LAUREL TAYLOR	
			01-7010-0-1000-1110-5200-700-6512	-110.50
TOTAL				-110.50
10/26/2010	8578	KINDER'S MEATS DELI BBQ	P.O. 110501 BOARD MEETING	
			01-0000-0-0000-7150-4300-800-1001	-103.26
TOTAL				-103.26

**TUSD 2011
REVOLVING CASH FUND
November 2010**

Date	Num	Name	Memo	Paid Amount
11/1/2010	8579	SJCOE TEACHER DEVELOPMENT	CONFERENCE 11/13/2010 C. KEENAN, B. CHAN 01-0271-0-1110-2100-5200-800-1916	-150.00
TOTAL				-150.00
11/1/2010	8580	SJCOE TEACHER DEVELOPMENT	CONFERENCE 11/17/2010 B. HICKMAN, S. KH... 01-0271-0-1110-2100-5200-800-1916	-150.00
TOTAL				-150.00
11/2/2010	8581	C.F.A.I.T.C.	CONFERENCE 11/4-6/2010 LAUREL TAYLOR 01-7010-0-1110-1000-5200-700-6512	-80.00
TOTAL				-80.00
11/8/2010	8582	SIAM CAFE	P.O. 110503 BOARD DINNER 01-0000-0-0000-7150-4300-800-1001	-104.30
TOTAL				-104.30
11/9/2010	8583	KRISTINA T. TIMMONS	RETURN OF TSA FUNDS OVER-DEDUCTED 01-0000-0-1110-1000-1100-409-8999	-300.00
TOTAL				-300.00
11/19/2010	8584	CALIFORNIA HIGHWAY PATROL	P.O. 111455 EDDIE SILVA JR. 01-7230-0-1110-3600-800-5800-9702	-57.00
TOTAL				-57.00
11/19/2010	8585	CALIFORNIA HIGHWAY PATROL	P.O. 111455 GORDON YOUNG 01-7230-0-1110-3600-800-5800-9702	-57.00
TOTAL				-57.00
11/19/2010	8586	CALIFORNIA HIGHWAY PATROL	P.O. 111455 SUZETTE MITCHELL 01-7230-0-1110-3600-800-5800-9702	-57.00
TOTAL				-57.00
11/19/2010	8587	CALIFORNIA HIGHWAY PATROL	P.O. 111457 CHP 82.7 MANUALS - 15 COPIES 01-7230-0-1110-3600-4300-800-9702	-81.56
TOTAL				-81.56
11/19/2010	8588	DEPARTMENT OF MOTOR VEHICLES	P.O. 111456 SUZETTE MITCHELL 01-7230-0-1110-3600-5800-800-9702	-66.00
TOTAL				-66.00

TUSD 2011
REVOLVING CASH FUND
November 2010

Date	Num	Name	Memo	Paid Amount
11/19/2010	8589	DEPARTMENT OF MOTOR VEHICLES	P.O. 111456 EDDIE SILVA JR.	
			01-7230-0-1110-3600-5800-800-9702	-66.00
TOTAL				-66.00
11/19/2010	8590	IDEAS UNLIMITED SEMINARS, INC.	CONFERENCE 12/15/10 JUAN LOPEZ & THE...	
			01-7090-0-1110-1000-5200-400-3604	-398.00
TOTAL				-398.00
11/29/2010	8591	CENTER HIGH SCHOOL- MCA	CONFERENCE NOVEMBER 30, 2010 AMY LO...	
			01-6385-0-1110-1000-5200-700-6014	-70.00
TOTAL				-70.00
11/29/2010	8592	SAN FRANCISCO MARRIOTT MARQ...	CONF 12/1-4/10 WALTER GOVEIA #324K7FND	
			01-0000-0-0000-7150-5200-800-1001	-828.89
TOTAL				-828.89
11/29/2010	8593	SAN FRANCISCO MARRIOTT MARQ...	CONF 12/1-4/10 JILL COSTA #324K7Q3	
			01-0000-0-0000-7150-5200-800-1001	-828.89
TOTAL				-828.89
11/29/2010	8594	SAN FRANCISCO MARRIOTT MARQ...	CONF 12/1-4/10 GREG SILVA #324K7FR3	
			01-0000-0-0000-7150-5200-800-1001	-828.89
TOTAL				-828.89
11/30/2010	8595	MELVINA L. WEAVER	CONTRACT PAYOFF	
			01-0000-0-1110-2490-2900-499-8999	-157.10
TOTAL				-157.10



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: December 1, 2010
SUBJECT: Approve Accounts Payable Warrants (October-November, 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 (October-November, 2010)

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: *agf* Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 2, 2010
SUBJECT: Approve Assembly Vendors and Site Assembly Utilization Calendars

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

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

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. Additionally, the attached calendar of events has been reviewed to ensure the date and time of the event does not conflict with other site or district events.

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Approve Assembly Vendors and Site Assembly Utilization Calendars

Prepared by: Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
8/28/07	Academic Entertainment Timothy Busfield 916 442 5635	12/10/2010
11/9/2010	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441- stephensm@pacificdentalservices.com, Cammy Harvey - harveycc@pacificdentalservices.com. www.tracysmilesdental.com. 2600 S. Tracy Blvd. Ste. 160 & 170	1/1/2011
8/25/11	Soul Shoppe, Vicki Abadesco, 415.333.9347, info@soulshoppe.com	2/1/2011
10/9/07	Percussion Discussion Ken Bergmann's 925-755-3786 percuss@pacbell.net	2/26/2011
8/25/09	Intermission Productions, Sheryl Madison, 839-9333, sher.ipmascots@yahoo.com, www.intermissionproductions.com. Haunted Houses must be pre-approved by Bob Corsaro	3/20/2011
2/9/10	San Francisco Shakespeare Festival - Leslie Breton, 415.558.0888, www.sfshakes.org, wwwsfshakes.org/tour/index.html	3/22/2011
9/28/10	Thomas Brown & Associates, 707.968.9030, www.tbrownassociates.com	3/26/2011
4/28/09	Color Me Mine, Angie Long , 834.8910, tracy@colormemine.com, www.tracy.colormemine.com	4/4/2011
2/12/08	Toucan Jam, Sue Lomolino - www.toucanjam.net, 832-0331, sue@theothercheek.com	4/25/2011
11/9/2010	Arts Echo Children's Theater Center - Arithmetickle. Ben Bendor 800-341-3585. www.arithmetickle.com	4/25/2011
9/28/2010	Bebe Conrad, Benny & Bebe's Magic Circus, www.magiccircus.com, info@magiccircus.com, (415) 457-4FUN (4386)	4/25/2011
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2011
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2011
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2011

10/9/07	Prismatic Magic - Christopher Volpe -973-283-9006 chris@prismaticmagic.com, frank@prismaticmagic.com	7/16/2011
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2011
8/28/2007	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	8/28/2011
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	Indemnification approved, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Simone Williams 925-294-2609 srwilli@sandia.gov	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523. www.getrealbehindthewheel.org	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1
	ADDING:	
	David Greenberg - Author - 360-560-7766. fax # 503-842- 1290. authilus@teleport.com.www.authorsillustrators.com/greenberg/g reenberg.htm	6/18/2011

123



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *efab* Dr. Casey Goodall, Assoc. Superintendent for Business Services
DATE: December 1, 2010
SUBJECT: Approve Monthly Budget Adjustment Report-October-November, 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

FUND	APPROVED OBJECT	DESCRIPTION	07/28/2010 ADOPTED BUDGET	10/01/2010 REVISED BUDGET	BUDGET ADJUSTMENTS	10/31/2010 REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,296,574.95	50,141,366.03	355,741.00	50,497,107.03
	1200	CERT PUPIL SUPPORT SALARIES	2,818,448.00	2,673,368.00	136,908.00	2,810,276.00
	1300	CERT SUPRVSR'S & ADMINS' SAL	4,548,564.00	4,557,729.00	.00	4,557,729.00
	1900	OTHER CERTIFICATED SALARIES	734,371.00	762,926.00	1,299.00	764,225.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,350,930.00	3,589,522.00	153,010.00	3,742,532.00
	2200	CLASSIFIED SUPPORT SALARIES	6,419,151.00	6,717,329.00	209,183.00	6,926,512.00
	2300	CLASS SUPRVSR'S & ADMINS' SAL	1,411,587.00	1,480,398.00	262.00	1,480,660.00
	2400	CLERICAL & OFFICE SALARIES	4,061,546.00	4,213,364.82	31,444.00	4,244,808.82
	2900	OTHER CLASSIFIED SALARIES	448,963.00	450,765.00	5,579.00	456,344.00
	3101	STRS ON 1000 SALARIES	4,592,181.79	4,763,316.75	34,283.00	4,797,599.75
	3102	STRS ON 2000 SALARIES	.00	.00	.00	.00
	3201	PERS ON 1000 SALARIES	67,876.00	68,434.00	5,279.00	73,713.00
	3202	PERS ON 2000 SALARIES	1,434,358.00	1,509,108.92	36,944.00	1,546,052.92
	3311	OASDI ON 1000 SALARIES	39,445.00	39,892.00	6,073.00	45,965.00
	3312	OASDI ON 2000 SALARIES	789,542.00	828,934.81	21,822.00	850,756.81
	3321	FICA-MED ON 1000 SALARIES	732,962.00	731,351.77	6,186.00	737,537.77
	3322	FICA-MED ON 2000 SALARIES	195,703.00	205,141.58	5,837.00	210,978.58
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	.00	1,129.00	1,129.00
	3332	ALTER. RETIREMENT ON 2000 SAL	29,191.00	31,987.00	2,795.00	34,782.00
	3411	HEALTH & WELFARE ON 1000 SALS	6,531,977.21	6,692,009.00	42,323.00	6,734,332.00
	3412	HEALTH & WELFARE ON 2000 SALS	2,713,024.00	2,847,570.00	55,605.00	2,903,175.00
	3501	STATE UNEMPLOY ON 1000 SALARY	419,151.00	418,654.86	3,624.00	422,278.86
	3502	STATE UNEMPLOY ON 2000 SALARY	112,988.00	118,621.25	2,811.00	121,432.25
	3601	WORKER'S COMP INS ON 1000 SAL	966,863.00	966,665.68	8,222.00	974,887.68
	3602	WORKER'S COMP INS ON 2000 SAL	260,616.00	273,091.41	6,637.00	279,728.41
	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	20,752.00	2,140.00	22,892.00
	3802	PERS REDUCTION ON 2000 SALARY	233,355.00	247,541.00	5,604.00	253,145.00
	3931	GOLDEN HANDSHAKE CERTIFICATED	.00	469,022.66	.00	469,022.66
	3932	GOLDEN HANDSHAKE CLASSIFIED	.00	163,406.55	.00	163,406.55
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	400,000.00	401,499.00	1,591.00	403,090.00
	4200	BOOKS OTHER THAN TEXTBOOKS	161,573.00	197,758.00	679.00	198,437.00
	4300	MATERIALS & SUPPLIES	5,208,315.90	9,397,856.93	2,960,822.91	12,358,679.84
	4400	NON-CAPITALIZED EQUIPMENT	241,417.00	276,482.00	45,707.00	322,189.00
	5200	TRAVEL & CONFERENCES	82,589.00	113,568.00	41,381.00	154,949.00
	5300	DUES & MEMBERSHIPS	38,525.00	46,985.00	220.00	47,205.00
	5450	OTHER INSURANCE	786,485.00	786,485.00	.00	786,485.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,905,522.00	3,907,422.00	50,000.00	3,957,422.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	684,506.00	699,775.97	2,599.09	702,375.06
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-49,345.00	-301.00	-49,646.00
	5800	OTHER SVCS & OPER EXPENDITURES	4,901,309.00	4,629,537.79	304,914.82	4,934,452.61
	5900	INTERGOVERNMENTAL FEES	501,833.00	507,554.00	105,937.00	613,491.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	419,901.00	631,330.00	.00	631,330.00
	6400	EQUIPMENT	500.00	328,660.00	.00	328,660.00
	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

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	10/01/2010	BUDGET	10/31/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7142	TUITION, EXCESS COSTS TO COE	364,842.00	363,470.00	.00	363,470.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	378.00	-378.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-212,442.00	-215,328.00	.00	-215,328.00
	7438	DEBT SERVICE - INTEREST	6,978.00	2,231.00	.00	2,231.00
	7439	DEBT SERVICE - PRINCIPAL	148,244.00	71,124.00	.00	71,124.00
TOTAL EXPENSE			110,709,812.85	118,969,428.78	4,653,912.82	123,623,341.60

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	10/01/2010	BUDGET	10/31/2010
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	2,790,216.00	.00	2,790,216.00
	8182	SP ED-DISCRETIONARY GRANTS	221,116.00	234,339.00	21,765.00	256,104.00
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	92,921.00	97,701.88	.00	97,701.88
	8290	ALL OTHER FEDERAL REVENUES	2,823,471.00	3,942,774.00	3,546,017.00	7,488,791.00
	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	15,510.00	2,066,412.00
	8590	ALL OTHER STATE REVENUES	6,052,672.00	7,110,445.00	-150,300.00	6,960,145.00
	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 BETWEEN LEA'S	926,026.00	926,026.00	848.00	926,874.00
	8699	ALL OTHER LOCAL REVENUES	518,079.00	1,240,491.00	133,876.00	1,374,367.00
	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	108,096,003.88	3,567,716.00	111,663,719.88

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	10/01/2010 REVISED BALANCE	ADJUSTMENTS	10/31/2010 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	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-11,672,635.38	-8,221,825.33	1,086,196.82	-7,135,628.51
	9791	BEGINNING BALANCE	-22,660,065.23	-22,660,065.23	.00	-22,660,065.23
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	16,737,450.38	11,786,640.33	-1,086,196.82	10,700,443.51
	9799	K12 NET GAIN OR LOSS	.00	10,873,424.90	1,086,196.82	11,959,621.72

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	11/01/2010	BUDGET	11/30/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,296,574.95	50,497,107.03	-417,107.00	50,080,000.03
	1200	CERT PUPIL SUPPORT SALARIES	2,818,448.00	2,810,276.00	23,739.00	2,834,015.00
	1300	CERT SUPRVSRs' & ADMINS' SAL	4,548,564.00	4,557,729.00	-11,333.00	4,546,396.00
	1900	OTHER CERTIFICATED SALARIES	734,371.00	764,225.00	-3,215.00	761,010.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,350,930.00	3,742,532.00	24,830.00	3,767,362.00
	2200	CLASSIFIED SUPPORT SALARIES	6,419,151.00	6,926,512.00	-1,868.00	6,924,644.00
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,411,587.00	1,480,660.00	-55,182.00	1,425,478.00
	2400	CLERICAL & OFFICE SALARIES	4,061,546.00	4,244,808.82	-1,022.00	4,243,786.82
	2900	OTHER CLASSIFIED SALARIES	448,963.00	456,344.00	-1,420.00	454,924.00
	3101	STRS ON 1000 SALARIES	4,592,181.79	4,797,599.75	-58,254.00	4,739,345.75
	3102	STRS ON 2000 SALARIES	.00	.00	.00	.00
	3201	PERS ON 1000 SALARIES	67,876.00	73,713.00	31,045.00	104,758.00
	3202	PERS ON 2000 SALARIES	1,434,358.00	1,546,052.92	134,590.00	1,680,642.92
	3311	OASDI ON 1000 SALARIES	39,445.00	45,965.00	10,479.00	56,444.00
	3312	OASDI ON 2000 SALARIES	789,542.00	850,756.81	-13,224.00	837,532.81
	3321	FICA-MED ON 1000 SALARIES	732,962.00	737,537.77	-10,767.00	726,770.77
	3322	FICA-MED ON 2000 SALARIES	195,703.00	210,978.58	-1,273.00	209,705.58
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	1,129.00	69.00	1,198.00
	3332	ALTER. RETIREMENT ON 2000 SAL	29,191.00	34,782.00	255.00	35,037.00
	3411	HEALTH & WELFARE ON 1000 SALS	6,531,977.21	6,734,332.00	-5,485.00	6,728,847.00
	3412	HEALTH & WELFARE ON 2000 SALS	2,713,024.00	2,903,175.00	38,728.00	2,941,903.00
	3501	STATE UNEMPLOY ON 1000 SALARY	419,151.00	422,278.86	-2,757.00	419,521.86
	3502	STATE UNEMPLOY ON 2000 SALARY	112,988.00	121,432.25	-441.00	120,991.25
	3601	WORKER'S COMP INS ON 1000 SAL	966,863.00	974,887.68	-9,220.00	965,667.68
	3602	WORKER'S COMP INS ON 2000 SAL	260,616.00	279,728.41	-602.00	279,126.41
	3711	OPEB,ALLOCATED, CERTIFICATED	1,124,043.00	1,124,043.00	210,856.00	1,334,899.00
	3712	OPEB,ALLOCATED, CLASSIFIED	723,173.00	723,173.00	162,078.00	885,251.00
	3801	PERS REDUCTION ON 1000 SALARY	20,631.00	22,892.00	-2,194.00	20,698.00
	3802	PERS REDUCTION ON 2000 SALARY	233,355.00	253,145.00	23,347.00	276,492.00
	3931	GOLDEN HANDSHAKE CERTIFICATED	.00	469,022.66	.00	469,022.66
	3932	GOLDEN HANDSHAKE CLASSIFIED	.00	163,406.55	.00	163,406.55
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	400,000.00	403,090.00	10.00	403,100.00
	4200	BOOKS OTHER THAN TEXTBOOKS	161,573.00	198,437.00	-31.00	198,406.00
	4300	MATERIALS & SUPPLIES	5,208,315.90	12,358,679.84	-3,434,217.00	8,924,462.84
	4400	NON-CAPITALIZED EQUIPMENT	241,417.00	322,189.00	8,247.00	330,436.00
	5200	TRAVEL & CONFERENCES	82,589.00	154,949.00	9,714.00	164,663.00
	5300	DUES & MEMBERSHIPS	38,525.00	47,205.00	.00	47,205.00
	5450	OTHER INSURANCE	786,485.00	786,485.00	.00	786,485.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,905,522.00	3,957,422.00	.00	3,957,422.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	684,506.00	702,375.06	-1,930.00	700,445.06
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-49,646.00	66.00	-49,580.00
	5800	OTHER SVCS & OPER EXPENDITURES	4,901,309.00	4,934,452.61	405,552.00	5,340,004.61
	5900	INTERGOVERNMENTAL FEES	501,833.00	613,491.00	55.00	613,546.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	419,901.00	631,330.00	-86,152.00	545,178.00
	6400	EQUIPMENT	500.00	328,660.00	.00	328,660.00
	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

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	11/01/2010	BUDGET	11/30/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7142	TUITION, EXCESS COSTS TO COE	364,842.00	363,470.00	311,725.00	675,195.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-212,442.00	-215,328.00	.00	-215,328.00
	7438	DEBT SERVICE - INTEREST	6,978.00	2,231.00	.00	2,231.00
	7439	DEBT SERVICE - PRINCIPAL	148,244.00	71,124.00	.00	71,124.00
TOTAL EXPENSE			110,709,812.85	123,623,341.60	-2,722,309.00	120,901,032.60

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	11/01/2010	BUDGET	11/30/2010
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	6,649,178.00	63,699,089.00
	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	-2,348,446.00	14,333,531.00
	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	37,863.00	305,297.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,414,186.00	-1,414,186.00	-203,326.00	-1,617,512.00
	8181	SP ED-ENTITLEMENT	2,398,902.00	2,790,216.00	.00	2,790,216.00
	8182	SP ED-DISCRETIONARY GRANTS	221,116.00	256,104.00	.00	256,104.00
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	92,921.00	97,701.88	.00	97,701.88
	8290	ALL OTHER FEDERAL REVENUES	2,823,471.00	7,488,791.00	-3,122,524.00	4,366,267.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,589,156.00	2,589,156.00	2,556.00	2,591,712.00
	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	2,066,412.00	101,208.00	2,167,620.00
	8590	ALL OTHER STATE REVENUES	6,052,672.00	6,960,145.00	-125,223.00	6,834,922.00
	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 BETWEEN LEA'S	926,026.00	926,874.00	3,859.00	930,733.00
	8699	ALL OTHER LOCAL REVENUES	518,079.00	1,374,367.00	383,178.00	1,757,545.00
	8792	TRANS OF APPORTION FROM CO OFF	3,567,079.00	3,567,079.00	23,770.00	3,590,849.00
	8919	OTH AUTH INTERFUND TRANS IN	550,800.00	550,800.00	.00	550,800.00
	8960	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			104,787,198.00	111,663,719.88	1,402,093.00	113,065,812.88

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	11/01/2010 REVISED BALANCE	ADJUSTMENTS	11/30/2010 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	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-11,672,635.38	-7,135,628.51	-4,124,402.00	-11,260,030.51
	9791	BEGINNING BALANCE	-22,660,065.23	-22,660,065.23	.00	-22,660,065.23
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	16,737,450.38	10,700,443.51	4,124,402.00	14,824,845.51
	9799	K12 NET GAIN OR LOSS	.00	11,959,621.72	-4,124,402.00	7,835,219.72



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
Date: December 1, 2010
Subject: Approve Agreement for Special Contract Services with Dr. Ruth Brittin as Guest Conductor for the 2011 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance

BACKGROUND: Every year students are selected to perform in the District Honor Band and have a guest conductor. This year there are approximately 60 students who will participate in the Honor Band. Three Honor Band rehearsals will be held on January 27, 28, and 29, 2011. The Honor Band will perform in concert on Saturday, January 29, 2011.

RATIONALE: It is important to have Dr. Ruth Brittin as a Guest Conductor of this year's Honor Band as she will provide an opportunity for our students to work with an accomplished University professor of music education. In the Conservatory of Music at the University of Pacific, Dr. Brittin is professor of music education, chair of the Department of Music Education, teaches undergraduate courses in elementary and secondary music methods, laboratory ensemble for both undergraduates and graduates and Introduction to Research for music education and therapy graduate students. She is a clinician in music education, a brass instrument adjudicator, performer on French horn, and arranges music for band and children's chorus. Additionally, Dr. Brittin is division representative for collegiate, research, and special learners divisions, for California Music Educators Association. Her experience and expertise as a music educator is immeasurable. Dr. Brittin will provide new perspectives, skills and talents, which allow our students to grow and develop as young musicians. This meets 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: The cost is a flat rate not to exceed a total of \$500.00. Funding will be provided by a donation from the Tracy High School Choir Program.

RECOMMENDATION: Approve Agreement for Special Contract Services with Dr. Ruth Brittin as Guest Conductor for the 2011 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Dr. Ruth Brittan 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: Dr. Brittan will organize and conduct three rehearsals and one concert at Williams Middle School
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (3) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, 1600 Tennis Lane, Tracy, CA
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 500.00 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; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [] 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.

The terms of the agreement shall commence on January 27, 2011, and shall terminate on January 29, 2011.

This agreement may be terminated at any time during the term by either party upon _____ day's written notice.

Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3200 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

Associated Student Body - Tracy High Choir Account
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.



UNIVERSITY OF THE PACIFIC

SCHOOL HOME

ABOUT

ALUMNI

BRUBECK
INSTITUTE

COMMUNITY

CONTACT US

DEGREES

EVENTS

FACILITIES

FACULTY

GIVING

PERFORMANCE
OPPORTUNITIESPROSPECTIVE
STUDENTS

RESOURCES

SUMMER
PROGRAMS

VOLUNTEER

Conservatory of Music

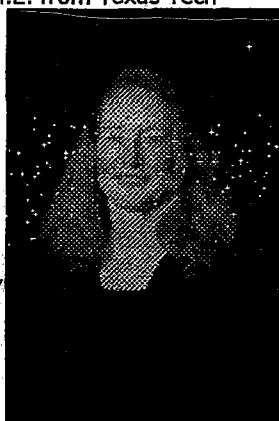
[Home](#) > [Conservatory of Music](#) > [Faculty & Staff](#) >

Ruth V. Brittin

Professor of Music Education

Ruth Brittin is professor of music education, chair of the Department of Music Education, and has been at the Conservatory of Music since 1997. She received her Ph.D. from Florida State University in 1989, the M.M.E. from Texas Tech University in 1985, and the B.M.E. from Texas Tech University in 1983. She was associate professor and chair of music education at Syracuse University in Syracuse, NY from 1989 through 1997.

Dr. Brittin publishes articles and presents research for the International Society for Music Education, Music Educators National Conference, American Music Therapy Association, and state music education organizations. She is a clinician in music education, a brass instrument adjudicator, performer on French horn, and arranges music for band and children's chorus.



Dr. Brittin has a wide range of responsibilities, including the teaching undergraduate courses in elementary and secondary music methods, laboratory ensemble for both undergraduates and graduates, Introduction to Research for music education and therapy graduate students, Introduction to Arranging for education and therapy students, and supervises student teachers and interns. She is on the editorial board of the Journal of Research in Music Education, Teaching Music, and College Music Symposium, and is division representative for the collegiate, research, and special learners divisions, for California Music Educators Association.

Conservatory of Music
University of the Pacific
3601 Pacific Avenue
Stockton, CA 95211
209.946.2408
 [Ruth Brittin](#)

IN THIS SECTION

Giulio Ongaro

Gabrielle Beatrice

Jennie Blomster

Thomas D. Brierton

Ruth V. Brittin

Allen Brown

Edward Cetto

David Chase

Robyn Cheshire

Robert Coburn

Ben Coburn

Rex Cooper

John Cozza

Jeffrey D. Crawford

Thomas Derthick

Daniel Ebbers

Bill Eriksen

Nina Flyer

James Gonzales

Sam Grobe-Heintz

James Haffner

Eric Hammer

Katherine Harper

Keith N. Hatschek

Dr. Brittin will organize and conduct three rehearsals and one concert at Williams Middle School: 1600 Tennis Lane, Tracy, CA.

Thursday, January 27, 2011	6:45 pm – 9:00 pm	Rehearsal
Friday, January 28, 2011	6:45 pm – 9:00 pm	Rehearsal
Saturday, January 29, 2011	7:45 am – 12:00 pm	Rehearsal
Saturday, January 29, 2011	3:00 pm	Concert

Note:

1. Dr. Brittin is welcome to attend or lead the January 22, 2011 honor band rehearsal (7:45 am – 12:00 pm). However, her attendance at this activity is not expected or required as part of this Agreement for Special Contract Services.
2. Dr. Brittin is invited to conduct to three one-hour band clinics, one at Tracy High School and one at West High School, and one at Kimball High School. However, her acceptance of this invitation is not expected or required as part of this Agreement for Special Contract Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: November 15, 2010
SUBJECT: Ratify Master Contract with Options in Education, NPS

BACKGROUND: Students with significant behavioral and emotional needs were initially placed in San Joaquin County Office of Education behavioral classes; however, due to the significant level of dangerous behaviors, they were removed from that program and placed at Options in Education, a non-public school. Options in Education agreed to place the children for the 2010/2011 school year. IEPs were held to change placement to Options in Education. Ratification of the Master Contract is necessary at this time so that services specified on the IEPs can be provided in a compliant manner.

RATIONALE: Less restrictive settings within the District were either not appropriate in meeting the students' needs or not available. Districts must offer a continuum of services, including non-public schools, to students with exceptional needs. This request 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.

FUNDING: Contract expenses for basic education for the 2010-2011 school year include per diem cost of \$137.76 per day for 180 days and Extended School Year per diem cost of \$137.76 for 45 days with \$81.12 per day for Transportation. Invoice charges for the service agreement will not exceed \$49,248.00. Non-public tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public school expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

RECOMMENDATION: Ratify Master Contract with Options in Education, NPS.

Prepared by: Janet Skulina, Ed. D, Director of Special Education.

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

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

DEFINITIONS

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

CONTRACT RELATIONS AND INSURANCE PROVISION

MODIFICATIONS AND AMENDMENTS

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

RENEWAL OF CERTIFICATION

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

NOTICES

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

tices/bills mailed to LEA shall be addressed to:

ention: Janet Skulina, Ed.D, Special Education Director

Name

icity Unified School District

A

375 W. Lowell Ave

dress

Tracy

CA 95376

State Zip

y

9-830-3270

209-830-3274

one

Fax #

Notices to CONTRACTOR:

Name

Steve Bartles, Administrator

Nonpublic School/Agency

Options in Education

Address

555 W. Benjamin Holt Dr. Ste. 420

Stockton,

CA

95207

City

State

Zip

209-477-9177

209-477-4667

Phone

Fax#

4. **DISPUTES**

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

5. **SUBCONTRACTOR AND ASSIGNMENT**

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

6. **INDEPENDENT CONTRACTOR STATUS**

- 6.1. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

7. **CONFLICT OF INTEREST**

- 7.1. CONTRACTOR agrees to furnish to LEA a copy of its current list of bylaws, and a current list of its Governing Board of Directors (or Trustees), if it is incorporated.
- 7.2. CONTRACTOR promises and attests that the CONTRACTOR and any member of Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or potentially constitutes a conflict of interest including, but not limited to, employment with LEA.

- 7.3. No employee, staff member, volunteer, officer, agent, consultant or member of the Board of Directors of CONTRACTOR and no employee, staff member, volunteer, officer, agent, consultant, or member of the Board of Directors of any of the CONTRACTORS' related entities shall serve as a surrogate parent for a student receiving educational services at CONTRACTOR'S NPS.
- 7.4. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the -LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund.

TERMINATION

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

INSPECTION AND AUDIT

- 9.1. CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law.

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- 12.1. In addition to the certification requirements set forth in Sections 56366 and 56366.1, a NPS/A that provides special education and related services to an IWEN shall certify in writing to the superintendent that it meets all of the following requirements:
 - 12.1.1. It will not accept a pupil with exceptional needs if it cannot provide or ensure the provision of the services outlined in the pupil's IEP.

- 12.1.2. Pupils have access to the following educational materials, services, and programs to the extent available at the LEA in which the NPS/A is located.
- 12.1.2.1. Standards-based, core curriculum and the same instructional materials used by the LEA in which the NPS/A is located.
- 12.1.2.2. College preparation courses.
- 12.1.2.3. Extracurricular activities, such as art, sports, music, and academic clubs.
- 12.1.2.4. Career preparation and vocational training, consistent with transition plans pursuant to state and federal law.
- 12.1.2.5. Supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.
- 12.1.3. The teachers and staff provide academic instruction and support services to pupils with the goal of integrating pupils into the least restrictive environment pursuant to federal law.
- 12.1.4. The school has and abides by a written policy for pupil discipline which is consistent with state and federal law and regulations.
- 12.2. CONTRACTOR shall make no charge of any kind to parents for educational activities and related services specified on the pupil's IEP. This includes screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's ISA, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity.
- 12.3. Unless the extra curricular activities take place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP.
- 12.4. CONTRACTOR shall provide special education and/or related services to LEA students within the NPS/A which are consistent with the students' IEPs and as specified in the students' ISAs. CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for a pupil as required in his or her IEP. The responsible agency for specialized equipment shall be designated on the IEP.

DEFINITION OF PARENT

- 13.1. For the purpose of the contract, a parent is the natural parent, adoptive parent, legal guardian or surrogate parent who is appointed by the District (LEA) in compliance with EC 56050 or as otherwise provided by law.
- 13.2. CONTRACTOR acknowledges and agrees that under legally defined circumstances, the LEA is the entity that has the authority to appoint a surrogate parent for students under its jurisdiction and receiving educational services at CONTRACTOR'S NPS.
- 13.3. In addition, CONTRACTOR acknowledges and agrees that only a parent who holds educational rights for his/her child may designate another adult individual to represent the interests of his/her child for educational and related services.
- 13.4. Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or related services for a child. (California Education Code section 56028)

DEFINITION OF DAY

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

15. QUALIFIED PERSONNEL AND CLASS SIZE

- 15.1. CONTRACTOR shall provide appropriately credentialed teachers and substitute teachers, licensed personnel and class size consistent with the California laws and regulations and published LEA requirements existing at the time of CONTRACTOR's execution of this contract. This is in effect unless the CDE has granted a written waiver with respect to state laws, regulations or the LEA with respect to its requirements.
- 15.1.1. CONTRACTOR, pursuant to Title V § 3064, shall deliver instruction by utilizing personnel who possess a credential authorizing the holder to deliver special education instruction according to the age range and disabling conditions of the students. Personnel will provide services only within the professional scope of practice of each provider's license, certification, and /or credential.
- 15.1.2. CONTRACTOR shall insure that the ratio of credentialed teachers to students is no greater than 1:12. CONTRACTOR is to include auxiliary personnel as needed to ensure a ratio of no less than 1 adult to 6 students.
- 15.1.3. CONTRACTOR shall ensure that staff providing behavior intervention implementation services are qualified and that pupils are receiving the specific level of supervision required by the pupil's IEP. (Title V, Regulation 3001(e))
- 15.2. CONTRACTOR shall comply with EC 45340 through 45356 regarding qualifications of instructional aides and teacher assistants and EC 45349 for volunteers.
- 15.3. Upon submission of the master contract, at the start of each school year, CONTRACTOR shall provide LEA with a list of professional staff and copies of credentials, licenses, and/or registration numbers held by its employees, subcontractors, and agent.
- 15.3.1. CONTRACTOR shall immediately notify LEA and CDE in writing and provide copies of appropriate credential(s) and/or license(s) if a change of staff occurs that directly affects the pupils.
- 15.4. CONTRACTOR shall be responsible for assuring that all fingerprint clearances, credentials, and licenses held by its employees, agents and subcontractors are valid. Education credentials shall be on file at the office of the County Superintendent of Schools. Copies of credentials, licenses, certificates and authorizations for specific agency services shall be attached to this contract.
- 15.5. CONTRACTOR shall notify LEA within three (3) business days in writing and provide copies of appropriate credentials and/or license(s) if a change of staff occurs which directly affects the pupils. CONTRACTOR shall immediately notify LEA in writing when personnel changes occur which may affect the provision of special education and/or related services to LEA students.
- 15.6. CONTRACTOR shall provide copies to LEA of all licenses, credentials, and/or documents evidencing other qualifications of a newly employed, contracted, and/or otherwise hired individual before that individual begins providing special education and/or related services to LEA students.
- 15.7. CONTRACTOR shall require all volunteers, subcontractors, and employees to submit fingerprints consistent with California EC Section 44237 and 45125.1. The CONTRACTOR may waive this requirement for subcontractors if CONTRACTOR determines that it is not required to fingerprint a subcontractor pursuant to EC Section 45125.1(a) (contractor is not performing school/classroom janitorial, schoolsite administrative or grounds and landscape maintenance, pupil transportation or schoolsite food-related work), EC Section 45125.1(b) (service being performed in emergency or exceptional situation when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable), EC Section 45125.1(c) (Contractor determines that subcontractor will have limited contact with pupils), or EC 45125.2 (steps have been taken to ensure safety of pupils from construction subcontractors by one of the

designated methods). CONTRACTOR shall certify in writing to the LEA at the beginning of each new contract year that CONTRACTOR has complied with EC 44237 AND 45125.1.

- 15.8. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is employed, contracted, and/or otherwise hired.
- 15.9. CONTRACTOR shall require submission of written assurances from subcontractors that they have met fingerprint requirements.
- 15.10. When a classroom teacher is absent, CONTRACTOR shall always maintain the contractual teacher to student ratio of 1:12. After three (3) school days of absence of the classroom teacher, the CONTRACTOR shall attempt to employ a fully or emergency credentialed substitute teacher to cover the absent teacher's classroom. If unable to secure a substitute, the CONTRACTOR may reconfigure classes to ensure that students have supervision/instruction by another person with a credential and, at the same time, maintain the contractual teacher to student ratio of 1:12. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain in the classroom during all instructional time.
- 15.10.1. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to the requirements.
- 15.11. In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties.

SCHOOL CALENDAR

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

ATTENDANCE ACCOUNTING/REPORTING

- 17.1. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the ISA for each pupil.
- 17.1.1. Creditable days of attendance are those in which instructional minutes meet or exceed those in comparable LEA programs or minutes specified in student's IEP.
- 17.2. CONTRACTOR shall keep attendance of each pupil daily and report attendance monthly with billing invoices to LEA using forms issued by the LEA, with the signature of the person providing the service (i.e., teacher, occupational therapist, speech therapist, etc.).
- 17.2.1. Separate attendance forms must be submitted for all related services as specified on IEP.
- 17.2.2. CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms.
- 17.3. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.
- 17.4. The LEA, Tracy Unified School District shall be notified immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g. hospitalization, juvenile hall, etc.,) and when the student returns to school.

- 17.5. CONTRACTOR shall notify parents in writing of parent's obligation to notify the CONTRACTOR of changes of pupil's/parent's residence.
- 17.6. Within one (1) business day after CONTRACTOR becomes aware of pupil's and/or parent's change of residence, the CONTRACTOR shall notify LEA, on forms provided by LEA, of said change of residence.
 - 17.6.1. Costs for services delivered after the actual date of a pupil's change of residence to another district will not be the responsibility of the LEA.
 - 17.6.2. If the pupil is a Chapter 26.5 eligible student enrolled in a residential NPS placement covered by this contract and the pupil's parent moves to another SELPA, the current SELPA will be fiscally responsible for NPS placement and service as outlined in the pupil's IEP until the end of the current fiscal year. Provisions of McKinney Vento (homeless) legislation will be followed.
- 17.7. CONTRACTOR shall immediately report by telephone and fax to LEA Tracy Unified School District if a pupil is disenrolled from the NPS by the parent.
 - 17.7.1. CONTRACTOR shall confirm such telephone call in writing.
- 17.8. No later than the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA, Attn: Janet Skulina, Ed.D, Director of Special Education.
 - 17.8.1. If CONTRACTOR fails to provide such notice after the 4th consecutive absence, the CONTRACTOR shall not be compensated for services delivered after the 4th day of absence.
- 17.9. For students whose parents live in the district and for students residing in Licensed Children's Institutions or Foster Family Homes, the LEA shall reimburse CONTRACTOR for five (5) excused absences per semester.
 - 17.9.1. Other than the allowable five (5) excused absences per semester, CONTRACTOR's payment will be based on the student's actual attendance at the site where the NPS/NPA service is to be provided per student's IEP. For this provision, ESY will be considered part of the previous semester.
 - 17.9.2. For each absence over the allowed five (5) excused absences per semester, the aforementioned reimbursement/payment will be reduced by the local daily revenue amount, \$32.60. All appropriate claims for the allowable excused absences must be verified and maintained by the service provider.
 - 17.9.2.1. The excused absence verification/documents shall be sent with the attendance register to the LEA with the signature of the person providing the service (i.e., teacher/occupational therapist/speech therapist).
- 17.10.1. CONTRACTOR shall notify the LEA in writing (email or fax) once transportation has been arranged and a new student is ready to begin attending. The LEA will contact the CONTRACTOR and transportation company, if applicable, to verify a start date and authorize payment.
- 17.10.2. CONTRACTOR shall notify the LEA in writing (email or fax) within 24 hours of anticipated start and drop dates, including change of student residence.
- 17.10.3. CONTRACTOR shall send monthly attendance from student database within one week of the reporting period to assist the LEA in the pursuit of the SAR process for truant students.

18. INSTRUCTIONAL MINUTES

- 18.1. The total number of instructional minutes per school day provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools and shall be specified in the ISA developed for each pupil.
 - 18.1.1. Unless otherwise specified on the student's IEP, the number of instructional minutes per day shall be the following, which includes recess, lunch and passing time.
 - 18.1.1.1. 150 instructional minutes for pre-kindergarten,

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

9. **INDIVIDUALIZED EDUCATION PLAN (IEP)**

- 19.1. The CONTRACTOR is responsible for providing the student's special education teacher and the personnel appropriate to represent the DIS services at required IEP/ITP meetings.
- 19.2. When requested, LEA shall provide CONTRACTOR within three (3) business days, a copy of each pupil's IEP and assessment information (e.g.: psycho-educational reports) in advance of the IEP meeting.
- 19.3. A NPS shall ensure the opportunity for private and confidential communication between a pupil of the NPS and any member/s of the IEP team, at the pupil's discretion. The NPS shall provide the LEA with documentation of the method that students are given with respect to the opportunity to speak confidentially to any member of the IEP team. Students shall be notified of this right in a manner consistent with their developmental capacity. The LEA shall be permitted to meet privately and confidentially with the student upon request. NPS shall provide an appropriate area for such meeting.
- 19.4. The LEA shall conduct an annual evaluation as part of the IEP process of whether the placement is the LRE to meet the student's needs. This evaluation shall include consideration of supplementary aids and services, goals and objectives and behavioral programming necessary for placement in the LRE and to enable students to transition to a less restrictive setting.
- 19.5. The CONTRACTOR is expected to have draft IEP present levels, goals and objectives, (BSP) Behavior Support Plans, and (ITP) Individual Transition Plan, if appropriate, completed and entered into the appropriate electronic forms a minimum of 7 days prior to the IEP meeting so that the LEA can review the documents.
- 19.6. The CONTRACTOR must email or fax written notice to the LEA 30 days prior to an IEP meeting due date (75 days prior to a triennial) to ensure all parties awareness of an upcoming meeting. Failure to do so resulting in out-of-compliance IEPs, may, at the discretion of the LEA, result in withholding of payment at the daily rate until such time as the IEP meeting is held and is no longer out-of-compliance. Students that are enrolled within the above timeframes shall have the NPS notify the LEA within 5 days of the annual or triennial.

INSTRUCTION/CURRICULUM

- 20.1. CONTRACTOR shall provide pupils a program of educational instruction and services within the NPS/A, which is consistent with each pupil's IEP as specified in each pupil's ISA.
- 20.2. The general program of instruction provided to pupils under ISA shall be responsive to the LEA's required sequence of courses and related curriculum for pupils as well as the California Department of Education Guidelines related to best practices for specific disabilities (e.g., learning handicapped, emotionally disturbed, etc.).
- 20.2.1. Courses provided by the CONTRACTOR shall parallel the LEA's courses and will be designated by grade level.

- 20.3. CONTRACTOR shall provide pupils a written course of study (EC 33190, 51014) designed to meet or exceed standards for graduation. This shall be described in writing and a copy provided LEA prior to the effective date of this contract.
- 20.3.1. It is expected that a student's schedule would reflect those classes that are required for graduation if on a graduation track. The ESY program should be designed to offer core academics unless otherwise specified on the pupil's IEP.
- 20.3.2. For a student to be eligible for off-grounds work experience, the student must have achieved a measurable level of responsibility and independence, close to emancipation, or about to be eligible for mainstreaming. It is expected that there would be constant, appropriate, and/or mutually approved supervision of the student. At no time, should a student be unsupervised.
- 20.4. Designated instruction and services provided by a NPA will only be provided during the period of the pupil's regular or extended school year program, or both unless otherwise specified by the pupil's IEP.
- 20.5. CONTRACTOR shall have a plan to implement transition services as stated in the IEP.
- 20.6. CONTRACTOR agrees to use IEP forms/format of the LEA.
- 20.7. Any off-campus trips, whether walking or by transportation in a vehicle, require notification of parents (guardian) and signature giving permission for these trips. The date and time of the trip must be included in the permission form. These permission forms are to be kept on record at the school site.

21. NUTRITION

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

22. DISCIPLINE

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

23. MONITORING

- 23.1. CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA.
- 23.2. Representatives of LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR and review each pupil's progress, review service logs and related documentation, including the behavioral intervention plan, if any.
- 23.3. CONTRACTOR agrees that LEA representative may make unannounced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR's site administrative office.

- 23.3.1. The superintendent shall monitor the facilities, the educational environment and the quality of the educational program including the teaching staff, the credentials authorizing service, the standards based core curriculum being employed and the standard focused instructional materials used on a three year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.
- 23.3.2. CONTRACTOR shall participate in any District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.
- 23.3.3. CONTRACTOR shall participate in Coordinated Program Monitoring ("CPM") and Self Review in accordance with requirements of CDE.
- 23.3.4. CONTRACTOR understands that LEA reserves the right to institute a program audit/review. The program audit/review may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.
- 23.4. CONTRACTOR will make site's logs available for inspection by the LEA for: fire drill (EC 32001), and earthquake/disaster drills (EC 35295-35297).
- 23.5. CONTRACTOR will make available for inspection by the LEA, a current listing of names and positions of employees who have access to confidential records. (34CFR 300.572(d)).
- 23.6. All student records shall be kept in a secure location preventing access by unauthorized individuals.
- 23.7. CONTRACTOR will maintain an access log delineating: date, time, purpose of access, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR.
- 23.7.1. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records.
- 23.8. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and EC §49060 et. seq. and §56000 etc. seq.
- 23.9. CONTRACTOR assures LEA that prescribed and non prescribed medications, are distributed at school only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is to be taken. All medication shall be kept in a secure location preventing access by students and unauthorized individuals. CONTRACTOR shall also assure LEA that there is a written statement from the parent/guardian or authorized legal agent giving the school permission to dispense prescribed and non-prescribed medication to the student. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to student.
- 23.10. The LEA will assure that the NPS is in compliance with EC 56366.9 and Sec 1501.1(b) of the Health & Safety Code indicating that children with various handicapping conditions may be placed in the same educational facility and this decision will be made on the basis of individual need under the jurisdiction of a legally constituted IEP team meeting. In addition, if CONTRACTOR is also a licensed childcare institution (LCI), such CONTRACTOR shall adhere to the legal requirement regarding educational placements for LCI pupils as stated in EC § 56366.9. An LCI at which an individual with exceptional needs (IWEN) resides shall not require as a condition of residential placement that it provide the appropriate educational program to that IWEN through a NPS/A owned, operated by or associated with an LCI. Those

services may only be provided if the SELPA determines that appropriate public alternative educational programs are not available.

23.10.1. The CONTRACTOR will inform other placing agencies of the requirements of 56366.9 and provide the LEA documentation of such.

23.11. Oversight and evaluation is accomplished through annual educational progress reports toward the attainment of the goals and objectives as specified in the IEP, written serious incident reports and unannounced site visits.

24. PARENT ACCESS/RIGHTS

24.1. CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters.

24.1.1. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

24.2. CONTRACTOR's operating programs with residential components shall cooperate with parents reasonable requests for pupil visits in their home, including, but not limited to, holidays and weekends.

24.3. LEA and CONTRACTOR shall jointly ensure that parents are notified of their rights, including the right to inspect their child's records and the right to due process.

25. VACATION/HOLIDAYS

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

26. GRADUATION/DIPLOMAS/TRANSCRIPTS/CERTIFICATE OF COMPLETION

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

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

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

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

27. ASSESSMENTS/GRADING POLICIES/TRANSITION

27.1. For pupils in grades preK-12, CONTRACTOR shall administer state and district-required tests (e.g., STAR, CAHSEE, proficiency tests, multiple measures, writing samples, etc.). The NPS/A shall determine its STAR testing period based on completion of 85% of the instructional year at

that NPS/A plus and minus ten (10) days, resulting in a 21 day period. The NPS/A shall notify the district of residence of its testing period with their instructional calendar. Staff from the NPS/A shall participate in STAR training from one LEA and that training shall be sufficient for all LEAs that send pupils to the NPS/A.

- 27.2. LEA shall provide at least thirty (30) days advance notice to the CONTRACTOR of the dates by which testing other than STAR shall be completed.
- 27.3. LEA shall coordinate with the CONTRACTOR to ensure that pupils participate in mandatory statewide assessments to the maximum extent possible, with appropriate supports, services, and accommodations per the IEP.
- 27.3.1. The district of residence shall provide the NPS with testing materials for its pupils. The LEA shall be responsible for providing necessary training and testing materials for all tests.
- 27.4. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the student's IEP.
- 27.5. CONTRACTOR shall ensure that individualized transition plans are implemented for all pupils age 16 and older.

8. **PROGRESS REPORTING & ACCOUNTABILITY**

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

ACCIDENT/INCIDENT REPORTING

- 29.1. CONTRACTOR agrees to contact the LEA within one (1) business day, (phone) 209-830-3270, and complete a written accident/incident report within five (5) days, and fax it to the LEA, 209-830-3274 Attn: Janet Skulina, Ed.D. anytime restraint has been used.
- 29.2. CONTRACTOR agrees to contact within one (1) business day and fax an incident report to the LEA within 5 working days when Contractor becomes aware of circumstances that require

notification be made to other agencies. These circumstances may include, but are not limited to, incidents involving severe property destruction, law enforcement, allegations of molestation, child abuse, and incidents of students leaving campus without permission. In addition, immediately after a student is determined to have been absent without permission during the school day from CONTRACTOR'S NPS, CONTRACTOR shall notify the LEA, in writing of such absence.

- 29.3. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.
- 29.4. CONTRACTOR agrees to provide annual training to all employees regarding the mandated child abuse reporting laws set herein. CONTRACTOR agrees that all staff members will abide by such laws in a timely manner. Documentation of training shall be maintained in the employee's personnel file.
- 29.5. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting children who have departed campus without authorization as specified in California Education Code section 49370.

30. HEALTH AND SAFETY

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

31. ADMINISTRATION OF MEDICATION

- 31.1. CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to assist in the administration of medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who assisted in the administration of the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in

medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

2. EMERGENCY PRECAUTIONS

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

3. SEXUAL HARRASSMENT

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

4. APPROPRIATE THERAPY SPACE

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

ADMINISTRATIVE DUTIES AND SUPERVISION OF STAFF

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

POSITIVE BEHAVIOR INTERVENTIONS

- 36.1 CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to the assistance of: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions.
- 36.2 CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written

policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Records of such training shall be made available to LEA upon request. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

- 36.3. CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).
- 36.4. To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent and residential care provider, if appropriate, shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. A "Behavioral Emergency Report" shall immediately be completed and maintained in the individual's file. The report shall include all of the following: (1) The name and age of the individual; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the individual is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by the individual or others, including staff, as a result of the incident.
- 36.4.1. All "Behavioral Emergency Reports" shall immediately be forwarded to, and reviewed by, a designated responsible administrator within the respective LEA.
- 36.4.2. Anytime a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional analysis assessment, and to determine the necessity for an interim behavioral intervention plan. The IEP team shall document the reasons for not conducting the assessment and/or not developing an interim plan. Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

37. STUDENT RETURN TO DISTRICT

- 37.1. When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist in the implementation of the IEP team recommendation. The CONTRACTOR shall immediately notify the LEA, if the transition to the public schools identified by the IEP team is not carried out. This may include, but not be limited to the

facilitation of: dual enrollment, course scheduling, transportation arrangements and other student supports.

SCHOOL CLOSURE

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

OTHER PROVISIONS

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

INDIVIDUAL SERVICE AGREEMENTS

- 40.1. This contract shall include an ISA developed for each LEA student who is to receive special education and/or related services provided by CONTRACTOR. Related services will be provided as indicated on the IEP and ISA. Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the student's IEP, mediated agreement, an order from OAH and/or an order rendered by a court of competent jurisdiction. ISAs are terminated on the same date as termination of the Master Contract.
- 40.2. CONTRACTOR shall not unilaterally terminate any ISA for a student suspension. CONTRACTOR shall obtain written authorization from LEA before terminating any ISA for reasons other than suspension.
- 40.3. CONTRACTOR shall sign and return ISA to the LEA within three (3) business days of receipt.
- 40.4. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

PAYMENT PROVISION

- 41.1. A unit of service for payment purposes is one day of attendance as defined in the EC 46307.
- 41.2. LEA shall not be responsible for payment of services for days on which a pupil's attendance or absence does not qualify for reimbursement under California law. (EC 46010 et seq.) Per diem rates for pupils whose IEP's authorize less than a full instructional day shall be adjusted on a pro rata basis in accordance with the actual proportion of the school day served for elementary school age students and periods for middle and high school age students.
- 41.3. Original attendance forms submitted to the LEA with invoices for payment must be completed and signed by the person providing the service, (i.e., teacher/occupational therapist/speech therapist). CONTRACTOR shall verify the accuracy of reported attendance, which is the basis of services being billed for payment, and shall inform service providers of their responsibility for the services being reported as rendered.
- 41.4. CONTRACTOR shall submit monthly written invoices for payment. Such invoices shall be submitted on a form, and in the manner prescribed by the California Department of Education.
- 41.5. CONTRACTOR shall submit said invoices for payment for services rendered no later than thirty (30) days from the end of the attendance accounting period in which said services are actually rendered.

- 41.6. LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice or the LEA shall notify the NPS within ten (10) working days of any reason why the requested payment shall not be paid.
- 41.6.1. CONTRACTOR should notify SELPA Director if there are problems with timely payment.
- 41.7. CONTRACTOR shall submit a rebilling statement no later than ten (10) days after an invoice is returned to the CONTRACTOR for correction(s).
- 41.8. If the LEA fails to comply, the NPS may require the LEA to pay an additional amount of 1 ½ percent of the unpaid balance per month until the full payment is made
- 41.9. In no case should payment claim submission or rebillings for any Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year. Invoices received for a closed fiscal year beyond the six-month period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable.

42. RIGHT TO WITHHOLD

- 42.1. LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR that:
 - 42.1.1. CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, records;
 - 42.1.2. Contractor has failed to provide to LEA all documents prior to school closure;
 - 42.1.3. CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) calendar days from the end of the attendance accounting period;
 - 42.1.4. CONTRACTOR has failed to provide to LEA proper rebilling invoices within thirty (30) calendar days from the date that the original invoice was returned to CONTRACTOR;
 - 42.1.5. CONTRACTOR has not performed a service identified on the invoice;
 - 42.1.6. CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;
 - 42.1.7. CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure;
 - 42.1.8. CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; and/or
 - 42.1.9. CONTRACTOR's service is provided by personnel who are not appropriately credentialed/licensed or whose credential(s)/license(s) are not on file with LEA, Tracy Unified School District;
- 42.2. If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall provide written notice to CONTRACTOR that LEA is withholding payment.
 - 42.2.1. Such notice shall specify the basis for LEA's withholding payment.
 - 42.2.2. Within ten (10) business days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment.
 - 42.2.3. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to respond by an additional ten (10) business days.

43. AUDIT EXCEPTIONS

- 43.1. CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract.

- 43.2. CONTRACTOR also agrees to pay to LEA within forty-five (45) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable to CONTRACTOR's failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing.
- 43.3. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.
- 43.4. Within three (3) business days, CONTRACTOR shall notify the LEA in writing when CONTRACTOR is unable to provide services to meet the requirements of this contract.

MAINTENANCE OF RECORDS

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

TERM OF CONTRACT

- 45.1. During the term of this Agreement, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA, and other local statutes, laws, ordinances, rules, policies, and regulations including, but not limited to, those relating to: the required special education services, facilities for IWENs, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.
- 45.2. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or agreement with respect to the services to be provided.
- 45.3. The laws of the State of California shall govern the terms and conditions of this contract with venue in San Joaquin County, California.
- 45.4. Should any provision in this contract be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.
- 45.5. The parties hereto have executed this Contract by and through their duly authorized agents or representatives.
- 45.6. This contract is effective on July 1, 2010 and terminates when a newly revised contract is executed unless sooner terminated as provided herein.

RATE SCHEDULE

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

<u>➤ BASIC EDUCATION PROGRAM</u>	<u>RATE</u>	<u>PERIOD</u>
<u>➤ As set forth in the IEP for each student</u>	<u>137.76</u>	<u>180 days</u>

RELATED SERVICES

	<u>RATE</u>	<u>PERIOD</u>
1) Transportation (* shall not include transportation through use of services or equipment owned, leased or contracted through LEA unless provided directly or subcontracted by the NPS/A)		
a) Transportation – Round Trip	<u>\$81.12</u>	<u>180 days</u>
b) Transportation – One Way	<u> </u>	<u> </u>
c) Transportation – 1 on 1 Rider (per IEP)	<u> </u>	<u> </u>
d) Transportation – Safety Rider (LEA will be billed for the bus safety riders based on the proportion of students on the bus.)	<u> </u>	<u> </u>
2) Counseling		
a) Educational Counseling – Individual	<u> </u>	<u> </u>
b) Educational Counseling – Group	<u> </u>	<u> </u>
c) Counseling – Parent	<u> </u>	<u> </u>
3) Adapted Physical Education	<u> </u>	<u> </u>
4) Language/Speech		
a) Language/Speech Therapy-Individual	<u> </u>	<u> </u>
b) Language/Speech Therapy-Group	<u> </u>	<u> </u>
c) Consultation	<u> </u>	<u> </u>
5) Orientation/Mobility Training	<u> </u>	<u> </u>
6) Occupational Therapy	<u> </u>	<u> </u>
7) Physical Therapy	<u> </u>	<u> </u>
8) Aides	<u> </u>	<u> </u>
9) Travel Time	<u> </u>	<u> </u>
10) Other <u> </u>	<u> </u>	<u> </u>

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

NOTES:

CONTRACTOR**LEA**

Nonpublic School/Agency

Name of District or Local Educational Agency

Contracting Officer's Date
Signature

Deputy Superintendent's Signature Date
Educational Services

Name and Title (type) Date

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

Tax I.D. #

INDEX

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

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.

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.

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.

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.

GREED:

Consultant Signature (1)

Tracy Unified School District

al Security Number (2)

Date

Director, Special Education
Title

01-6500-0-5750-1180-5800-800-2542
Account Number to be Charged

ress

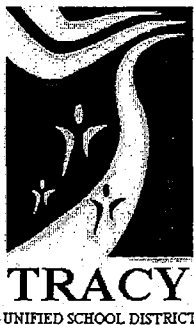
Department/Site Approval

Budget Approval

Date Approved by the Board

and all copies to the Business Office:

- a) Whenever organizational names are used, the authorized signature must include title, such as president.
- b) 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: ~~AA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: December 3, 2010
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Hendrixson, Stephen

CERTIFICATED MANAGEMENT

School Psychologist (Replacement)
District Education Center
LMP 8, Step A
\$45,724.92
Funding: General

BACKGROUND:

Alexander, Sharon

CLASSIFIED

Para Educator I (New)
Villalovoz Elementary School
*Filled by current TUSD employee
Range 24, Step E - \$15.07 per hour
1 hour per day
Funding: EIA

Alvarez, Guadalupe

Utility Person III (New)
Transportation/Maintenance
*Filled by current TUSD employee
Range 36, Step E - \$19.94 per hour
8 hours per day
Funding: Stabilization 50%; Transportation
Home to School 50%

Arbuckle, Kathleen

Utility Person III (New)
Transportation/Maintenance
*Filled by current TUSD employee
Range 36, Step D - \$19.04 per hour
8 hours per day
Funding: Stabilization 43.75%; Transportation
Special Ed 56.25%

Arce, Sandra

Preschool Instructor (New)
South/West Park
Range 30, Step C - \$15.76 per hour
6 hours per day
Funding: Child Care & Dev-Gain Market

Bailey, Jeanne

Para Educator I (New)
Villalovoz Elementary School
*Filled by current TUSD employee
Range 24, Step E - \$15.07 per hour
1 hour per day
Funding: EIA

Bryant, Lisa

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

Faultner, Robin

School Supervision Assistant (Replacement)
McKinley Elementary School
*Filled by current TUSD employee
Range 21, Step A - \$11.69 per hour
1.5 hours per day
Funding: General Fund

Gonzales, Daniel

Utility Person III (New)
Transportation/Maintenance
*Filled by current TUSD employee
Range 36, Step A - \$16.53 per hour
8 hours per day
Funding: Stabilization 50%; Transportation
Special Ed 50%

Heim, Jacqueline

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

Hutton, Brenda

I.E.P. Para Educator I (New)
Transportation (Bus Rider)
Range 24, Step A - \$12.51 per hour
3 hours per day
Funding: Special Education

Johnson, Ted

Utility Person III (New)
Transportation/Maintenance
*Filled by current TUSD employee
Range 36, Step A - \$16.53 per hour
8 hours per day
Funding: Stabilization 62.50%; Transportation
Special Ed 37.50%

Lim, Josephine	<p>Food Service Worker (New) Kimball High School *Filled by current TUSD employee Range 22, Step D - \$13.73 per hour 2.5 hours per day Funding: Child Nutrition-School Program</p>
Marino, Chiara	<p>Para Educator I (New) Villalovoz Elementary School *Filled by current TUSD employee Range 24, Step E - \$15.07 per hour 1 hour per day Funding: EIA</p>
Price, Barbara	<p>Para Educator I (New) Villalovoz Elementary School *Filled by current TUSD employee Range 24, Step E - \$15.07 per hour 1 hour per day Funding: EIA</p>
Rambo, Joyce	<p>Food Service Worker (Replacement) West High School Range 22, Step A - \$11.95 per hour 3 hours per day Funding: Child Nutrition-School Program</p>
Robinson Jr., James	<p>Utility Person III (New) Transportation/Maintenance *Filled by current TUSD employee Range 36, Step B - \$17.32 per hour 8 hours per day Funding: Stabilization 37.50%; Transportation Special Ed 62.50%</p>
Sigua, Leonor	<p>Food Service Worker (New) Kimball High School Range 22, Step A - \$11.95 per hour 2.5 hours per day Funding: Child Nutrition-School Program</p>
Silva, Eddie R.	<p>Utility Person III (New) Transportation/Maintenance Range 36, Step A - \$16.53 per hour + ND 8 hours per day Funding: Stabilization 50%; Transportation Special Ed 50%</p>
Swaney, Alicia	<p>Food Service Worker (Replacement) Kimball High School Range 22, Step A - \$11.95 per hour 3 hours per day Funding: Child Nutrition-School Program</p>

Victor, Leticia

Food Service Worker (Replacement)
West High School
Range 22, Step A - \$11.95 per hour
2.5 hours per day
Funding: Child Nutrition-School Program

Young, Gordon

Utility Person III (New)
Transportation/Maintenance
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: Stabilization 50%; Transportation
Special Ed 50%

BACKGROUND:

Barnett, Dorvez

COACHES

Freshman Girls' Basketball
Kimball High School
Stipend: \$2,434.02

Carranza, Rudy

Assistant Wrestling
West High School
Stipend: \$2,434.02

Pease, Gary

Freshman Boys' Basketball
Tracy High School
Stipend: \$2,434.02

Solano, Derek

Varsity Girls' Basketball
Tracy High School
Stipend: \$3,651.02

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. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: December 3, 2010
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

<u>NAME/TITLE</u>	<u>SITE</u>
Reynoso, Valeria School Psychologist	DEC

CERTIFICATED MANAGEMENT RESIGNATION

<u>EFFECTIVE DATE</u>	<u>REASON</u>
12/03/10	Personal

BACKGROUND:

<u>NAME/TITLE</u>	<u>SITE</u>
Alvarez, Guadalupe Bus Driver/Custodian	Transportation/ Maintenance
Arbuckle, Kathleen Bus Driver/Custodian Groundskeeper	Transportation/ Maintenance
Faultner, Robin School Supervision Assist.	Art Freiler
Gonzales, Daniel Bus Driver	Transportation
Johnson, Ted Bus Driver/Custodian Groundskeeper	Transportation/ Maintenance

CLASSIFIED RESIGNATION

<u>EFFECTIVE DATE</u>	<u>REASON</u>
11/8/2010	Accepted Utility III position
11/4/2010	Accepted Utility III position
11/16/2010	Accepted School Supervision position at McKinley
11/30/2010	Accepted Utility III position
11/3/2010	Accepted Utility III position

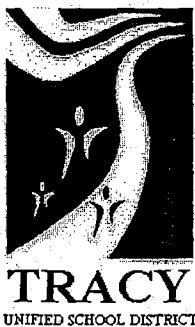
Lim, Josephine Food Service Worker	THS	11/5/2010	Accepted FSW position at KHS
---------------------------------------	-----	-----------	---------------------------------

Robinson Jr., James Bus Driver/Custodian Groundskeeper	Transportation/ Maintenance	11/5/2010	Accepted Utility III position
--	--------------------------------	-----------	----------------------------------

Weaver, Melvina School Supervision Assist.	Williams	11/29/2010	Personal
---	----------	------------	----------

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: December 3, 2010
SUBJECT: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2010-2011 School Year

BACKGROUND: The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District expires June 30, 2011. CSEA submitted its proposal for the 2010-2011 school year at the regularly scheduled board meeting on November 9, 2010.

RATIONALE: Pursuant to the current Master Agreement between TUSD and CSEA of 2008-2009, 2009-2010, 2010-2011, the District must also submit its initial proposal within 30 days after receipt of the Association's proposal. The CSEA is requesting to meet and negotiate with the District for the Articles shown on the attached proposal. The District also chooses to open Article VIII, Pay and Allowances, and Article X, Fringe Benefits.

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

FUNDING: N/A

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2010-2011 School Year

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



California
School
Employees
Association

5375 West Lane
Stockton, CA 95210

(209) 472-2170
(800) 757-4229
FAX: (209) 472-2089
www.csea.com

Member of the AFL-CIO

The nation's largest
independent classified
employee association

Member of the National
Association of Classified
School Employees
(NACSE), representing
independent public
employees throughout
the nation

AFL-CIO

October 12, 2010

Dr. Sheila Harrison
Assistant Superintendent of Human Resources
Tracy Unified School District
1875 W. Lowell
Tracy, CA 95376

Dear Sheila,

Pursuant to the agreement between the California School Employees Association and its Tracy Chapter #98, and the Tracy Unified School District that expires on June 30, 2011, listed below please find the articles we propose for review, amendment and/or modification to the current collective bargaining agreement for the fiscal year 2010-2011.

Article VIII – Pay Allowances
Article X – Fringe Benefits
Article XXXV – Professional Growth Program

Please consider this document for public notice provisions pursuant to Government code Section 3547(a). The California School Employees Association and the Tracy Chapter #98 desire to commence negotiations as soon as possible after the completion of the public notice provisions.

Respectfully,

GALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Jessalyn Ka
Labor Relations Representative

cc: Karen Gardner, Area Director, Dorsey McCowan, Regional Representative;
Rose Roach, Field Director; Janet Jones Sterling, Senior Labor Relations
Representative; Denise Cheeseman, Chapter President #98, File

Our mission: To improve the lives of our members, students and community.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: November 16, 2010
SUBJECT: Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment

BACKGROUND: District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "Materials accumulated which have no further value to the program of the school district, from time to time, be disposed of in such a manner to provide maximum benefit to the school district." BP 3316

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material make up (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder, or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of Materials Management has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

When disposing of damaged, obsolete & surplus furniture and equipment, bidding for this service is not required. To ensure district assets and tax dollars are used appropriately, the district contacted vendors and found a vendor willing to accept and pay a nominal amount for our kitchen equipment. The result of our contact with vendors has led us to a company by the name of C & S Metals.

Our surplus items will be processed under an agreement with the vendor, which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The over all value of the inventory is negative or at best negligible as has been determined by the District. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, will be sold to recyclers. This vendor will provide a Certificate of Recycling to ensure the district is safe from any hazardous materials disposal liability after it is declared surplus. The District has utilized the services of C & S Metals in the past.

RATIONALE: "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety through certification. The vendor listed above will provide a recycling program for all items that are toxic and not reused. Liability exposure to district is eliminated.

FUNDING: Cost is only the labor time to palletize and load items with a slight return.

RECOMMENDATION: Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.

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

DEC Warehouse Surplus List - 10/13/2010

ITEM	In Warehouse
Hot Transport Units	10
Steamer	1
Cold Transport Units	3
Small Warmer	1
Mixer	1



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: December 1, 2010
SUBJECT: Approve accepting State categorical funds and implementing flexibility authorized by SBX3 4

BACKGROUND: The Enacted 2010/11 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorizes school districts to use funding received from the State for Tier Three programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for five years from 2008/09 through 2012/13 by Education Code 42605.

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

FUNDING: Not applicable.

RECOMMENDATION: Approve accepting State categorical funds and implementing flexibility authorized by SBX3 4.

Prepared by: Reed Call, Director, Financial Services



BOARD BACK-UP TO FLEXIBILITY TRACY UNIFIED SCHOOL DISTRICT

Background Information:

The Enacted 2010/11 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorizes school districts to use funding received from the State for Tier Three programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for five years from 2008/09 through 2012/13 by Education Code 42605.

Rationale:

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

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

PROGRAM NAME	FORMER SACS RESOURCE CODE	AMOUNT OF TRANSFER	PROPOSED USE
Supplemental Hours	0000	\$ 824,376	Salaries and related expenditures.
Community Day School	2430	\$ 94,329	Salaries and related expenditures for Willow Comm. Day School.
CalSAFE	6092	\$ 276,874	Salaries and related expenditures, expenditures related to infant day care.
Community Based English Tutoring (CBET)	6285	\$ 108,717	Salaries and related expenditures.
School Safety Block Grant	6405	\$ 247,231	Resources Officers & expenditures, related to school safety, salaries and related expenditures.

Art & Music Block Grant	6760	\$ 231,736	Salaries and related expenditures for music teachers and related music expenditures at designated sites.
Counselors, Grades 7-12	7080	\$ 508,462	Salaries and related expenditures for school site counselors.
Gifted and Talented Ed. (GATE)	7140	\$ 124,940	Salaries and related expenditures for GATE teachers, related expenditures for the AP & IB program.
PAR	7271	\$ 65,618	Professional development.
Morgan Hart 9 th Grade CSR	1200	\$ 39,599	Salaries and related expenditures.
Certificated Staff Mentoring	7276	\$ 11,826	Salaries and related expenditures.
International Baccalaureate	7286	\$ 20,820	Salaries and related expenditures, student expenditures related to the IB program.
Math & Reading Training	7294	\$ 70,168	Salaries and related expenditures.
Math & Reading Professional Develop	7296	\$ 67,158	Salaries and related expenditures, Professional development.
Pupil Retention Block Grant	7390	\$ 354,203	Salaries and related expenditures for Stein Continuation High School.
Teacher Credentialing Block Grant	7392	\$ 231,630	Salaries and related expenditures.
Professional Development Block Grant	7393	\$ 455,955	Salaries and related expenditures.
School and Library Improvement Block Grant	7395	\$ 708,858	Salaries and related expenditures.
Adult Education	0639	\$1,020,509	Salaries and related expenditures, student expenditures related to the Adult Ed. program.
CAHSEE Intervention Grant	7055	\$ 155,259	Salaries and related expenditures, salaries and related expenditures at WHS, THS, KHS, and site related expenditures.
Instructional Material Realignment	7156	\$ 913,583	Salaries and related expenditures, standards-aligned texts or basic instructional materials.
Targeted Instructional Improvement Block Grant	7394	\$ 384,129	Salaries and related expenditures, technology related expenses.
Deferred Maintenance	Fund 14/ 0000	\$ 584,412	Deferred maintenance match –salaries and related expenditures, CDE fundii - expenditures related to deferred Maintenance.
TOTAL		\$7,500,392	



BUSINESS SERVICES MEMORANDUM

TRACY
UNIFIED SCHOOL DISTRICT

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: December 3, 2010
SUBJECT: Certify 2010-2011 Fiscal Year First Interim Report

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

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

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

While labor negotiations have been completed for the year, it should be noted that the district is experiencing declining enrollment of approximately 150 students per year.

A November report from the California Legislative Analyst stated that:

...the state must address a budget problem of \$25.4 billion between now and the time the Legislature enacts a 2011-12 state budget plan. The budget problem consists of a \$6 billion projected deficit for 2010-11 and a \$19 billion gap between projected revenues and spending in 2011-12. Similar to our forecast of one year ago, we project annual

budget problems of about \$20 billion each year through 2015-16. We continue to recommend that the Legislature initiate a multiyear approach to solving California's recurring structural budget deficit. In 2011-12, such an approach might involve \$10 billion of permanent revenue and expenditure actions and \$15 billion of temporary budget solutions. In 2012-13, 2013-14, and 2014-15, another few billion of permanent actions each year could be initiated, along with other temporary budget solutions, and so on until the structural deficit was eliminated.

Given the dire financial condition of the state, it is important to remember that the assumptions used in the First Interim Report for the current year and the multi-year projections will likely change when Governor Brown presents his 2011-2012 budget plan on January 10, 2011. Once the Governor presents his proposed budget, the TUSD Financial Services Department will update our projections and report at the January 25th Board meeting the projected impacts on the District budget.

The First Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

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

RECOMMENDATION: Certify 2010-2011 Fiscal Year First Interim Report.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: December 3, 2010
SUBJECT: Approve and Appoint the Selected Applicants for Specified Terms on the Measure S and Measure E Bond Oversight Committees

BACKGROUND: When a school bond measure is authorized pursuant to Section 1 of Article XIII A of the California Constitution as amended with the passage of Proposition 39 which was approved by voters on November 7, 2000, the School Board is required to establish and appoint members to an independent oversight committee within 60 days following certification of the election. TUSD Board Policy BP 7215(a) General Obligation Bonds – Citizens' Oversight Committee Policy and Regulations indicates the composition of committee members and terms for which the Board must appoint for service on the Oversight Committee.

RATIONALE: TUSD Board Policy BP 7215(a) indicates that the committee will consist of eleven members, one from each of the following categories: business community representative; senior citizens' organizations; parent or guardian of a child enrolled in the District and active in a parent-teacher organization; bona fide taxpayer's organization; representative from agricultural/farming industry and an at large member of the public. Additionally, there will be four (4) alternates who are non-voting members of the committee; however, if required to establish a quorum they will be allowed to vote. Due to lack of respondents, the District sought a legal opinion from counsel to enable the TUSD Board to utilize the members of the Measure E Oversight Committee to also serve in an oversight role in regard to the Measure S bond measure and vice versa. Although the Committee members are willing to serve as the Oversight Committee for both bonds, they would like to see broader participation from our community. In response to this request, District staff sought applicants in various media forms including: school site councils, newsletters, school site postings, Channel 26, an article in the Tracy Press, and the TUSD public website.

The District received four applications to fill Oversight Committee positions and the applicants were interviewed by Ted Guzman, Bill Swenson representing the TUSD Board and Greg Silva. As a result of these interviews, four additional committee member appointments are being recommended; John C. Kimball, Kelly Lewis, Brent Fukushima, Teri Cunningham.

The individuals recommended for appointment and the recommended terms are as follows:

Category	Name MEASURE E	Term	Name MEASURE S	Term
Bona fide Tax Org. Voting Member	Staycee Hall	2 years 2010-2012	Kelly Lewis	2 years 2010-2012
Business Organization Voting Member	Cheryl Fowler	2 years 2009-2011	Archie Bakerink	2 years 2009-2011
Parent or Guardian Voting Member	Isaac Terry	2 years 2009-2011	Christina Frankel	2 years 2009-2011
Senior Citizen Voting Member	John Kimball	2 years 2010-2012	Donald Yerian	2 years 2010-2012
Parent Organization Voting Member	Craig Saalwaechter	1 year 2010-2011	Roxane Bernhard	1 year 2010-2011
Business of Agriculture Voting Member	Brent Fukushima	2 years 2010-2012	Terri Cunningham	2 years 2010-2012
At Large Voting Member	Tim Silva	2 years 2010-2012	Dan Green	2 years 2010-2012
Alternate Non-voting Member	Kelly Lewis	1 year renewable	Cheryl Fowler	1 year renewable
Alternate Non-voting Member	Roxane Bernhard	1 year renewable	Tim Silva	1 year renewable
Alternate Non-voting Member	Christina Frankel	1 year renewable	Vacant	1 year renewable
Alternate Non-voting Member	Vacant	1 year renewable	Vacant	1 year renewable

FUNDING: No funding implications.

RECOMMENDATION: Approve and Appoint the Selected Applicants for Specified Terms on the Measure S and Measure E Bond Oversight Committees

Prepared by: Bonny Carter, Director of Facilities and Planning



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 3, 2010
SUBJECT: Authorize Release of Request for Qualifications (RFQ) for Lease-Leaseback Contractor for the Modernization of Monte Vista Middle and McKinley Elementary Schools

BACKGROUND: Both Monte Vista Middle School and McKinley Elementary Schools have received Division of the State Architect (DSA) and California Department Education plan approval and both projects are ready to move forward at this time pending receipt of bond funds.

RATIONALE: TUSD has successfully used the Lease-Leaseback delivery method for Kimball High School and the West High and Tracy High Measure E projects with good results. Due to the favorable bidding climate, staff believes that this project delivery method would again benefit TUSD on the modernization of Monte Vista Middle and McKinley Elementary Schools using the authority granted by California Education Code – Section 17406.

TUSD's Legal Counsel, Kronick, Moskovitz Tiedemann & Girard, have prepared a "Request for Qualifications" in substantial form for the selection of a qualified general contractor(s) to participate as a lease-leaseback partner in the delivery of the modernization of Monte Vista Middle and McKinley Elementary Schools.

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

FUNDING: Measure S bond funds and State School Building Modernization Funds

RECOMMENDATION: Authorize Release of Request for Qualifications (RFQ) for Lease-Leaseback Contractors for the Modernization of Monte Vista Middle and McKinley Elementary Schools

Prepared by: Bonny Carter, Director of Facilities and Planning



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Dr. Sheila Harrison, Assistant Superintendent for Educational Services & Human Resources
Date: December 1, 2010
Subject: Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2010/2011 School Year.

BACKGROUND: Each school site is required to develop a school plan (Single Plan for Student Achievement) which includes an analysis of the prior year's assessment data, evaluates the progress toward meeting the goals for that year, establishes goals for the new school year, and develops a budget to support the successful implementation of the goals.

RATIONAL: State law requires local Governing Board approval of each site's Single Plan for Student Achievement. This report supports 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.

RECOMMENDATION: Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2010/2011 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources~~
Date: December 6, 2010
Subject: **Approve Agreement for Special Contact Services and MOU with San Joaquin County Office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching and Tracy Unified School District to Provide Coaching for Three Comprehensive High School Principals from January 3, 2011 through June 30, 2011.**

BACKGROUND: The San Joaquin County Office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching in partnership with ACSA/NTC provides leadership coaching for site leaders in order to develop and support California's principals. CASST coaching is focused on developing the leaders' effectiveness as a leader of instruction, collaborative professional practice, student learning and school operations and systems. Outcomes and goals are founded on the California Professional Standards for Educational Leaders (CPSEL's).

RATIONALE: This coaching model focuses on growth of leadership behaviors most associated with student achievement. The model focuses upon the development of leadership, enhancing the coachee's ability to build a culture and commitment to implementation of the very best instructional practices, to the building of a professional community, and to a sustained growth in student achievement. Three coaches provided by CASST Leadership Coaching for Site Leaders will provide coaching for the three comprehensive high school principals from January 3, 2011 through June 30, 2011. This supports Strategic Goal #6: Provide training and staff development that are designed to improve the skills and knowledge of employees and Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: The cost for each coach is \$1000.00 for January 3, 2011 through June 30, 2011. The cost is not to exceed a total of \$3000.00. The cost for the coaching will be paid by District Title II funds.

RECOMMENDATION: Approve Agreement for Special Contact Services and MOU with San Joaquin County Office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching and Tracy Unified School District to Provide Coaching for Three Comprehensive High School Principals from January 3, 2011 through June 30, 2011.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching 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: Three coaches provided by CASST Leadership Coaching for Site Leaders will provide coaching for the three comprehensive high school principals from January 3, 2011 through June 30, 2011.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 6 hours per month **HOURS(s)** (circle one), under the terms of this agreement at the following location Kimball High School, Tracy High School, West High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$3000.00 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 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.

The terms of the agreement shall commence on January 3, 2011, and shall terminate on June 30, 2011.

This agreement may be terminated at any time during the term by either party upon 30 day's written notice.

Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

Date

Title

Title

Account Number to be Charged

Address

Department/Site Approval

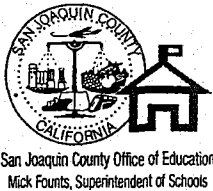
Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrvc.dot
Disk: S:\shared



MEMORANDUM OF UNDERSTANDING
2010-11 Fiscal Year

San Joaquin County Office of Education
CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching
and
Tracy Unified School District

This memorandum of understanding is written to describe and confirm the agreement between the San Joaquin County Office of Education (SJCOE) AND Tracy Unified School District (TUSD). The purpose of this agreement is to establish Leadership Coaching for Tracy Unified School District.

This agreement is in effect January 3 – June 30, 2011.

San Joaquin County Office of Education agrees to:
Provide Leadership Coaching during the 2010-11 fiscal year:

- Tracy High School – Jason Noll
- Merrill F. West High School – Jeff Frase
- John C. Kimball High School – Cheryl Domenichelli

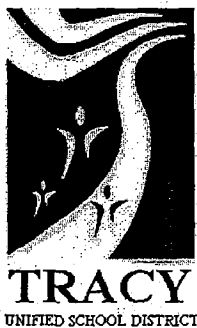
Tracy Unified School District agrees to:
Compensate SJCOE \$3,000 by January 28, 2011.

Jacqueline Flowers, CASST Program Coordinator
San Joaquin County Office of Education

Date

Sheila Harrison, Assistant Superintendent
Tracy Unified School District

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: December 14, 2010
SUBJECT: Approve Revised Job Description for Elementary School Secretary K-5/K-8

BACKGROUND: On May 19, 2010 a Compensation/Classification Study was completed for the position of Elementary School Secretary (K-8). In that report it was noted that, "...the current Elementary School Secretary job description is out of date and will be revised to include essential functions of all K-5 and K-8 secretaries". Also, the job description for Elementary School Secretary K-5/K-8 needs to be revised to more accurately reflect the responsibilities and requirements of the position. 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 Elementary School Secretary K-5/K-8. 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.

FUNDING: No cost to the District.

RECOMMENDATION: Approve Revised Job Description for Elementary School Secretary K-5/K-8.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: ~~ELEMENTARY SCHOOL SECRETARY~~

Elementary School Secretary K-5/K-8

DEPARTMENT: ~~Educational Services School Site~~

Definition

POSITION SUMMARY:

Under general supervision of the site Principal, to provide a variety of secretarial support services and relieve the principal of administrative details; **organize office activities and tasks;** ~~perform a wide variety of responsible clerical work of greater than average difficulty;~~ and to do related work as required. **This is a 12 month position.**

Distinguishing Characteristics

~~This classification includes secretaries in an elementary school serving any combination of grades K through 5.~~

Examples of Work Activities

ESSENTIAL FUNCTIONS:

1. ~~Performs secretarial duties in the school office~~ **As directed by the Principal or his/her designee, provides secretarial, clerical, and administrative support to the site administrative staff and programs. May act as back-up for other site staff members.**
2. ~~supervises~~ **Organizes the work of** other clerical personnel .
3. Compiles and verifies data for complex State and Federal reports.
4. Maintains **payroll** records **such as monthly absence reports and timesheets** ~~for payroll purposes for designated site employees.~~
5. Arranges for substitute ~~teacher aides staff~~ **as necessary, orienting them to site needs.**
6. **Conducts effective communication with students, parents/guardians, staff and the public in person and via electronic communication devices,** ~~receives visitors and telephone calls, answering and provides information questions concerning~~ regarding the school and community, or refers persons to another source of information.
7. ~~may take dictation;~~ **May compose correspondence from brief verbal instruction,** transcribes or composes letters, reports, bulletins, agendas, minutes, etc., including materials of confidential nature pertaining to students and personnel. **Publish the school newsletter and maintain the school website.**

8. **May** schedules parent-teacher conferences.
9. May assist in ~~forming classes~~ **student registration, placement, preparation of class lists, and attendance/enrollment reports.**
10. **Enters student data in District's electronic student information system and maintains the accuracy of the data.**
11. **Manages the use of the facilities during and after school hours, and coordinates school and community activities held at the school.**
12. ~~Registers new students, issues transfers, and compiles monthly ADA reports; prepares class lists and enrollment reports~~
13. Telephones and confers with parents regarding absences and other matters of student welfare.
14. **Operates standard office equipment, and receives, opens and routes all mail.**
15. ~~Maintains student and other files~~
16. ~~Receives and accounts for Student Body and authorized funds; maintains school budgets estimates and orders supplies~~ **Manages site budgets and allocation of funds, and as directed by the Principal or his/her designee, processes purchase requests, orders and inventories all general supplies, and dispenses supplies to staff and students.**
17. ~~Gives~~ **Provides** clerical assistance to teachers.
18. Administers **approved medicines and** gives minor first aid to pupils, and contacts parents in cases of illness, injury or accident; arranges emergency transportation.
19. Maintains records of school keys; maintains complete inventory of school equipment and machines.
20. ~~Receives and orients substitute teachers~~
21. ~~Is responsible for the school lunch ticket program~~
22. ~~types dittos and stencils; Operates office machines~~
23. Supervises and administers to student's needs while in the office.
Is frequently responsible for recruiting and assigning individuals or groups of students for both specific and on-going tasks. **Supervises student office helpers, and recruits and screens parent volunteers for events such as vision screening, picture day and other site tasks.**
24. **Work closely with the site parent organization on activities such as fundraising.**
25. **Act as liaison with any contracted day care facility on campus.**
26. **Request any necessary repairs from the appropriate District department.**
27. **At K-8 sites coordinate grade related activities such as 8th grade promotion, 6th grade science camp, and 9th grade registration with high school counselors.**
28. **Compiles confidential materials under the direction of the Principal relating to staff and other matters.**
29. **Maintains regular and prompt attendance in the workplace.**
30. **Performs other related duties as assigned.**

Employment Standards

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions, read, write and speak at a level sufficient to fulfill the duties to be performed for the position described; two years of **successful** experience in clerical work of a responsible nature, requiring frequent contact with the public, preferably in a school district setting. **High school diploma or equivalent required; valid California driver's license required.**

Knowledge of:

Ability to:

SKILLS AND QUALIFICATIONS:

1. ~~Basic functions and types of clerical operations performed in a public school;~~
2. **Knowledge of office methods and practices including filing systems, receptionist and telephone techniques and letter and report writing.**
3. ~~office methods, practices and procedures;~~
4. **Knowledge of business English, including vocabulary, correct grammatical usage, and punctuation.** ~~correct English usage, spelling, grammar and punctuation~~
5. ~~Learn specific rules, regulations, and policies and apply them with good judgement in a variety of procedural matters;~~ **Ability to interpret school district policies and regulations and apply them with good judgment in a variety of procedural matters.**
6. Make arithmetical calculations with speed and accuracy.
7. Prepare and maintain accurate and complete reports and records, including records of financial transactions.
8. Type at a speed of 55 words per minute; ~~may take dictation at 90 words per minute;~~ understand and carry out oral and written directions.
9. **Ability to operate standard office equipment.** ~~operate a variety of office machines including ditto, copier machines, adding machines, postage meter machines and dictating machines;~~
10. Assist in training and ~~checking~~ **reviewing** the work of their site clerical employees.
11. **Ability to establish and maintain cooperative and effective relationships with students, parents, community members, and administrative officials.** ~~Establish and maintain cooperative relationships with students and adults.~~

PHYSICAL REQUIREMENTS:

Employees in this position must be/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. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
5. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard/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 25 pounds to waist height for short distances.

SALARY: LMH Range 8

DAYS OF SERVICE: 204

Adopted:

Elem. Bd. 12/78

Revised:

Elem. Bd. 7/14/81

Revised:



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: November 9, 2010
SUBJECT: Adopt Resolution No. 10-12 Authorizing Teachers to Teach Outside of Their Major/Minor

BACKGROUND: Education Code Section 44263 authorizes teaching outside major and minor provided that the teacher has eighteen (18) semester hours of coursework, or nine (9) semester hours of upper division or graduate coursework in the subject area to be taught. The Tracy Unified School District currently has 4 teachers on this Education Code.

Education Code Section 44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units of coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has 4 teachers on this Education Code.

Education Code Section 44865 authorizes the holder of a valid teaching credential issued by the State Board or the Commission on Teacher Credentialing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which qualifications are prescribed by this section shall be made only with the consent of the teacher:

- | | |
|---|-------------------------------------|
| (a) Home teacher. | (f) Alternative schools. |
| (b) Classes organized primarily for adults. | (g) Opportunity schools. |
| (c) Hospital classes. | (h) Juvenile court schools. |
| (d) Necessary small high schools. | (i) County community schools. |
| (e) Continuation schools. | (j) District community day schools. |
| | (k) Independent study. |

The Tracy Unified School District currently has 8 teachers on this Education Code.

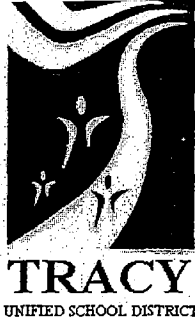
Education Code Section 44258.2 authorizes the holder of a single subject teaching credential or a standard secondary teaching credential, with his or her consent, may be assigned by action of the governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned. The Tracy Unified School District currently has 1 teacher on this Education Code.

RATIONALE: In all the above instances the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing these assignments. 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.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution No. 10-12 Authorizing Teachers to Teach Outside of Their Major/Minor

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA**

**RESOLUTION 10-12
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR MAJOR/MINOR
2010-2011**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections 44263, 44256(b), 44865, 44258.2 hereby authorizes assignment of a teacher licensed pursuant to the provisions of these sections, with his or her consent, to teach outside major and minor.

Authorization shall remain valid for one year.

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this ____ day of December, 2010, by the following vote:

AYES:

NOES:

ABSENT:

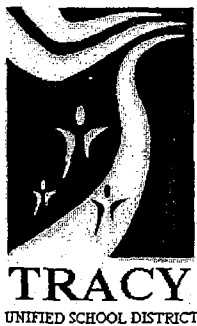
ABSTAIN:

President, Board of Trustees
Tracy Unified School District

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

Clerk
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~HA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: December 6, 2010
SUBJECT: Authorize Tracy Unified School District to Hire AVID College Tutors for the Remainder of 2010-11 School Year

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

RATIONALE: Hiring college tutors will meet this essential requirement. Michael Conlon, Enrique Samuel Rosas, Marcos Elmer, Javier Mercado, Emily Francesconi, and Destinee Badiyo will be hired through an Agreement for Special Contract Services as AVID College Tutors by Tracy Unified School District for the time period of January 1, 2011 to May 27, 2011.

This item meets 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: The funding will come from the AVID District Budget. Tutors will be paid at \$10 per hour and will not exceed a total of 12 hours a week per each of the six tutors. The total cost will not exceed \$13,680 if all six tutors work a full 12 hours per week. Approximately \$19,000 has been reserved for this purpose in the AVID District Budget.

RECOMMENDATION: Authorize Tracy Unified School District to Hire AVID College Tutors for the Remainder of 2010-11 School Year

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (228) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 2280.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [X] 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.

The terms of the agreement shall commence on January 3, 2011, and shall terminate on May 27, 2011.

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

Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

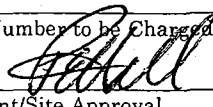
Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall 
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrvc.dot
Disk: S:\shared

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (228) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 2280.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [X] 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.

The terms of the agreement shall commence on January 3, 2011, and shall terminate on May 27, 2011.

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

Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

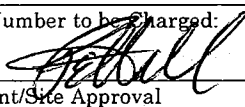
Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be charged:

Paul Hall 
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrvcs.dot
Disk: S:\shared

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (228) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10 per HOURLY DAY FLAT RATE (circle one), not to exceed a total of \$ 2280.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [X] 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.

The terms of the agreement shall commence on January 3, 2011, and shall terminate on May 27, 2011.

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

Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

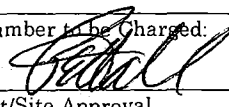
Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged:

Paul Hall 
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrves.dot
Disk: S:\shared

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (228) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 2280.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [X] 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.

The terms of the agreement shall commence on January 3, 2011, and shall terminate on May 27, 2011.

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

Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged

Paul Hall 
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrvc.dot
Disk: S:\shared

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Avier Mercado, 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:

Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.

Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (228) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School

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

- a. District shall pay \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 2280.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 3, 2011, and shall terminate on May 27, 2011.

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

6. Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged

Paul Hall
Department Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrves.dot
Disk: S:\shared

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Tutor AVID students in tutorial groups in the AVID classroom; help AVID teachers with binder checks; help students one-on-one when needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (228) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Williams Middle School, Monte Vista Middle School, Kelly School, Tracy High School, West High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 2280.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [X] 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.

The terms of the agreement shall commence on January 3, 2011, and shall terminate on May 27, 2011.

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

Contractor shall contact the District's designee, Terri Sorgent at (209)830-3360 x2081 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Date

01-7090-0-1110-1000-1100-800-2767
AVID DISTRICT ACCOUNT

Account Number to be Charged

Paul Hall 
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

File: CntrctSrves.dot
Disk: S:\shared