

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, AUGUST 9, 2011

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

**TIME: 5:20 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 **Administrative & Business Services:**
 - 3.1.1 Conference with Legal Counsel
 - Anticipated Litigation (G.C. 54956.9(b))
 - Number of Potential Cases: Two (2)
 - 3.2 **Educational Services:**
 - 3.2.1 Intra District Transfer Appeal #2011-2012/AAI
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.2 Findings of Facts: FF#11-12/160, 163
 - 3.2.3 Application for Reinstatement AR#11-12/1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.4 Application for Enrollment AE#11-12/1, 2
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.3 **Human Resources:**
 - 3.3.1 Consider Leave of Absence Request for Classified Employee #UCL-155, Pursuant to Article XXIII
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

- 3.3.3** Conference with Labor Negotiator
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken on Inter District Transfer Appeal #2011-2012/AAI

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

6b Action on Findings of Facts: FF#11-12/160, 163

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

6c Report Out of Action Taken on Application for Reinstatement AR#11-12/1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

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

6d Report Out of Action Taken on Consider Application for Enrollment
AE#11-12/1, 2

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

6e Report Out of Action Taken on Consider Leave of Absence Request for Classified
Employee #UCL-155, Pursuant to Article XXIII

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

7. Approve Regular Minutes of August 10, 2010.

1-5

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

8. Student Representative Reports: None.

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

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

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

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another

person the right to pursue legal recourse against you. There is a record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. You may obtain copies of the policy from Human Resources, and staff will assist you.

Pg. No

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

11.1 Administrative & Business Services:

- 11.1.1** Receive Update on Facilities Projects

6

11.2 Educational Services:

- 11.2.1** Receive Report on the Suspension of Drivers' Education Training for the 2011-2012, 2012-2013 and 2013-2014 School Years

7

- 12. PUBLIC HEARING:** None.

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

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

13.1 Administrative & Business Services:

- 13.1.1** Approve Assembly Vendors and Site Assembly Utilization Calendars 8-11
- 13.1.2** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 12-14
- 13.1.3** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 15-16
- 13.1.4** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 17-19

13.2 Educational Services:

- 13.2.1** Approve the Agreement for Special Contract Services and the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Valley Community Counseling Services, Inc. (VCCS) as Part of the early Mental Health Initiative (EMHI) Grant 20-25
- 13.2.2** Acknowledge Revisions to Administrative Regulation 1312.4 Williams Uniform Complaint Procedures 26-31
- 13.2.3** Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2011 32-33
- 13.2.4** Approve Agreement for Special Contract Services with U.C. Berkeley School of Optometry for Student Vision Screenings for the 2011/2012 School Year. 34-36
- 13.2.5** Approve Agreement for Special Contract Services with Stanislaus County Office of Education for Student Hearing Screenings for the 2011 - 2012 School Year. 37-39

		Pg. No.
	13.2.6 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Central School for the 2011-2012 School Year	40-46
13.3	Human Resources:	
	13.3.1 Approve Classified, Certificated and/or Management Employment	47-53
	13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	54-55
	13.3.3 Approve Expenditure of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions	56
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
	14.1.1 Approve Amendment No. 1 to the Memorandum of Understanding Between the City of Tracy and the Tracy Unified School District Pertaining to the West High School Swimming Pool	57-59
	Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___.	
	14.1.2 Approve Memorandum of Understanding Addressing Transportation Services with Lammersville Unified School District (Separate Cover Item)	60-61
	Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___.	
	14.1.3 Adopt Revised Board Policy and Administrative Regulation 3260 Fees and Charges (First Reading)	62-81
	Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___.	
	14.1.4 Adopt Resolution No. 11-01 Accepting the Abandonment of a West Side Irrigation District Easements and Conveying Easements to the West Side Irrigation District Adjacent to Kimball High School	82-134
	Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.2	Educational Services:	
	14.2.1 Acknowledge Administrative Regulation and Approve Board Policy 1312.3 Uniform Complaint Procedure (First Reading)	135-145
	Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.3	Human Resources:	
	14.3.1 Adopt Resolution 11-02, Authorizing the Elimination of a Classified Clerk Typist II Position Due to Lack of Work/Lack of Funds	146-148
	Action: Motion___; Second___. Vote: Yes ___; No ___; Absent___; Abstain ___.	
15.	Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.	
16.	Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.	

17. Board Meeting Calendar:

- 17.1 August 23, 2011**
- 17.2 September 13, 2011**
- 17.3 September 27, 2011**
- 17.4 October 11, 2011**
- 17.5 October 25, 2011**
- 17.6 November 8, 2011**

18. Upcoming Events:

- | | |
|---|--|
| 18.1 August 15, 2011 | First Day of School |
| 18.2 August 29, 2011 | District Welcome Back |
| 18.3 September 6, 2011 | No School, Labor Day |
| 18.4 October 24, 2011 | No School, Parent Teacher Conferences |
| 18.5 November 10-11, 2011 | No School, Veteran's Day Holiday |
| 18.6 November 21-25, 2011 | No School, Thanksgiving Week Break |
| 18.7 December 19, 2011 –
January 2, 2012 | No School, Winter Break |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aid 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, June 28, 2011**

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

Roll Call: Board: J. Costa, G. Crandall (did not attend closed session), W. Gouveia, T. Guzman, G. Silva (did not attend closed session), B. Swenson, J. Vaughn.
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

7:08 PM: President Gouveia called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: **6a** Report Out of Action Taken on Inter District Transfer Appeal #10204852
Action: Denied.
Vote: Yes-4; No-0; Absent-2(Crandall, Silva); Abstain-1(Vaughn)
6b Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-153, Pursuant to Article XXII
Action: Vote: Yes-5; No-0; Absent-2(Crandall, Silva)
6c Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-154, Pursuant to Article XXII
Action: Vote: Yes-5; No-0; Absent-2(Crandall, Silva)
6d Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-748, and #UC-749, Pursuant to Article XX.
Action: Vote: Yes-5; No-0; Absent-2(Crandall, Silva)

Employees Present: F. Weinberg, P. Hall, A. Jayne, R. Call, L. Nelson, J. Carter, K. Jacobs

Press: Denise Rizzo (Tracy Press)

Visitors Present: None.

Minutes: **Approve Minutes of June 14, 2011.**
Action: Crandall, Vaughn. **Vote:** Yes-6; No-0; Absent-0; Abstain-1(Guzman)

Student Rep Reports: None.

Recognition & Presentations: None.

Hearing of Delegations None.

Information & Discussion Items: **11.1 Administrative & Business Services:** None.
11.2 Educational Services:

11.2.1 Receive Anti-Bullying Committee Evaluative Report and Progress of 2010-2011 School Year

Director of Student Services, Paul Hall, Anne Jayne and Pastor James, all members of the bullying committee, presented a powerpoint which reviewed the history of the committee which was formed in 2008. There have been presentations made to the principals, staff, Diversity Committee and parent advisory groups. In October, there will be a joint venture with the City of Tracy and TUSD events on bullying. The President declared a month for bullying awareness. A complaint was filed about the introductory video on the anti-bully presentation. The video portrayed suicide and the complainant felt it was not relevant to the presentation and made it seem that teachers were to blame. A survey of the presentation was conducted which included seven professionals in the fields of health services, social work and psychology. The survey consensus was that it does not imply that teachers are responsible for suicide. They will continue to educate the staff. There will be poster and video contests and safety awards. They are planning to invite service clubs to meeting. Trustees Costa and Crandall offered to volunteer with these efforts.

Public Hearing:

12.1 Administrative & Business Services:

12.1.1 Conduct a Public Hearing on the Tracy Unified School District Annual Budget – Item 14.1.1 Approve the 2011-12 Annual School District Budget

Opened public hearing at 7:35 p.m.

No comments were made.

Closed public hearing at 7:36 p.m.

Consent Items:

Action: Swenson, 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 Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

13.1.5 Authorize the Associate Superintendent for Business Services to Solicit Proposals from Providers of Clear Diesel and Unleaded Gasoline Fuels and Award a Contract to the Vendor Deemed to Offer the Best Value

13.2 Educational Services:

13.2.1 Approve Preliminary School Plans and Site Categorical Budgets for 2011-2012 (Separate Cover Item)'

- 13.2.2 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County office of Education, Regional System of District and School Support (RSDSS) Jacobson Elementary School for the 2011-2012 School Year
- 13.2.3 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional Systems of District and School Support (RSDSS) and Poet Christian School for the 2011-2012 School Year
- 13.2.4 Approve Agreement for Special Contract Services for Nancy Fetzner to Provide Four Full Days of Coaching for Teachers in Writing Strategies at Jacobson Elementary School on October 3, 4, 5, and 6, 2011
- 13.2.5 Approve Service Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling Services
- 13.2.6 Approve the 2011-2012 Consolidated Application, Part I, for the Tracy Unified School District (Separate Cover Item)
- 13.2.7 Approve Agreement for Special Contract Services Between Margaret Tomita, Director, San Jose Writing Project, Santa Clara County Office of Education and Monte Vista Middle School for the 2011-2012 School Year
- 13.2.8 Approve Agreement for Special Contract Services for the New Teacher Center to Provide One Full Day of Coaching for Teachers in Professional Learning Communities for Both Art Freiler and Bohn Elementary Teachers on August 11, 2011
- 13.2.9 Approve Agreement for Special Contract Services for the New Teacher Center to Provide One Full Day of Coaching for Teachers on Professional Learning Communities for George Kelly Teachers at George Kelly School on August 11, 2011 and Four Follow Up Sessions During Early Release Mondays Throughout the Year
- 13.2.10 Approve Agreement for Special Contract Services with San Joaquin County Office of Education Regional System of District and School Support (RSDSS) and Monte Vista Middle School to Provide Professional Development Training for the 2011-2012 School Year
- 13.2.11 Approve Agreement for Special Contract Services with Pacific Educational Group to Hire Glenn Singleton and Associates to Provide Staff Development and Consultation Services to the District Management Team and District Leadership Team throughout the 2011-2012 School Year
- 13.2.12 Approve Agreement for Special Contract Services with Measured Progress-DataWise to Provide Professional Development on August 11 and October 17, 2011
- 13.2.13 Approve the Agenda Annual Report for the STEPS Program 2010-2011 Self-Evaluation
- 13.2.14 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and McKinley Elementary School for the 2011-2012 School Year
- 13.2.15 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional, System of District and School Support (RSDSS) and Bohn Elementary School for the 2010-2011 School Year

- 13.2.16 Approve Agreement for Special Contract Service for the San Joaquin County Office of Education to Provide Instruction by the Artists-in-Schools (AIS) Department for Twenty-Six Classrooms Each with a Four-Week Session at Art Freiler School During the 2011-2012 School Year
- 13.2.17 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for WRITE Institute Training for the 2011-2012 School Year
- 13.3 **Human Resources:**
 - 13.3.1 Ratify Employment of 2011 Summer School Staff
 - 13.3.2 Approve Classified, Certificated and/or Management Employment
 - 13.3.3 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

Action Items:

- 14.1 **Administrative & Business Services:**
 - 14.1.1 Approve the 2011-12 Annual School District Budget (Separate Cover Item)
Action: This item was moved up on the agenda.
Crandall, Guzman. **Vote:** Yes-7; No-0.
 - 14.1.2 Adopt Resolution #10-39 Authorizing and Defining Names to Sign Orders on School District Funds
Action: Silva, Guzman. **Vote:** Yes-7; No-0.
 - 14.1.3 Authorize the Associate Superintendent for Business Services to Solicit Proposals from Providers for Emergency Response Kits and Award a Contract to The Vendor Deemed to Offer the Best Value
Action: Vaughn, Silva. **Vote:** Yes-7; No-0.
 - 14.1.4 Authorize Hiring One-Eight-Hour Bus Driver/Trainer/Dispatcher Position, Two Eight-Hour Utility III Positions, and Authorize the Director of Transportation to Bid and Award the Purchase of Three School Buses to Accommodate Additional Special Education Students at Kimball High School and Students Who Attend County Classes
Action: Crandall, Guzman. **Vote:** Yes-7; No-0.
 - 14.1.5 Adopt Resolution No. 10-38 to Establish Fund Balance Classifications for Financial Statement Reporting
Action: Guzman, Vaughn. **Vote:** Yes-7; No-0.
 - 14.1.6 Adopt Resolution No. 10-40 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services
Action: Guzman, Swenson. **Vote:** Yes-7; No-0.
 - 14.1.7 Adopt Resolution No. 10-41 to Excuse Meeting Absence of Board Member
Action: Vaughn, Crandall. **Vote:** Yes-6; No-0; Abstain-1(Silva)
- 14.2 **Educational Services:**
 - 14.2.1 Adopt Board Policy 3515 and Administrative Regulation 3515 Use of Security Surveillance Cameras on District Program (Second Reading)
Action: Crandall, Guzman. **Vote:** Yes-7; No-0.
 - 14.2.2 Approve Changes to George and Evelyn Stein High School Student Handbook (Separate Cover Item)
Action: Vaughn, Guzman. **Vote:** Yes-7; No-0.

14.3 Human Resources:

14.3.1 Approve New Job Descriptions for the Student Teen Educational and Parenting Support (S.T.E.P.S.) Program: S.T.E.P.S. Early Childhood Development Site Supervisor, S.T.E.P.S. Early Childhood Development Instructor, S.T.E.P.S. Early Childhood Development Associate Instructor, and S.T.E.P.S. Early Childhood Development Assistant

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

Board Reports:

Trustee Silva passed. Trustee Swenson commended Casey and his team who have worked very hard on the budget. He also thanked everyone for the generous donations from the community. It added up to over \$29,000. Trustee Guzman passed. Trustee Vaughn attended interviews for the Assistant Principal for Monte Vista Middle School. It was a good experience and there were a lot of really good candidates. It showed him how much talent we have in the district. Trustee Costa thanked Paul and his team for their work on the anti-bullying committee. She knows first-hand how difficult it can be for parents to know what's happening and what they can do. Trustee Crandall would be willing to help if we want to offer a class on Facebook 101 for parents. He also thanked donors such as Dr. Patel, Dr. Punja, Heinz, A & M Pombo, Council for Spanish Speaking, Freiler Parent Club, Kimball High Athletic Boosters, Kelly PTO, Bill Pollard, Jr., Tracy High Booster, Cortopassi Foundation, Williams Parent Club and Susan Manolescu. Trustee Gouveia attended the City/Schools Liaison meeting. They reviewed the summer school program for incoming 8th graders for Algebra. It's nice to see the City and school district working together. He was also on the interview panel for the Hirsch principal. There were great candidates. He thanked everyone for a wonderful year.

Superintendent Report:

Dr. Franco congratulated the Lions Club and Wayne Schneider on the all star game. Russell Moreno was a center at West High and Casey Wichman represented Tracy High as quarterback who threw 2 touchdown passes and was voted best offensive player. At North School, the Boys and Girls Club has a group of special needs students that are attending school there as well as the get ahead algebra class. He visited that class today and they are looking for guest speakers who will talk about how they use math in their jobs.

8:12 p.m.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: July 29, 2011
SUBJECT: Receive Update on Facilities Projects

BACKGROUND: Measure E, approved by the voters within Tracy Joint Unified School District (TJUSD) on June 6, 2006, authorized the issuance of \$51 million in bonds; and Measure S, approved by the voters within TJUSD SFID #3 on November 4, 2008, authorized the issuance of \$43.1 million in bonds. These bonds, combined with other construction funds, funded the construction of a number of capital projects. In addition, the district has a number of projects underway or completed this summer, to be funded through various sources.

RATIONALE: A range of projects have been in progress for some time or are in the planning process for the future. This is a report on the status of those projects.

FUNDING: No funding implications.

RECOMMENDATION: Receive Update on Facilities Projects

Prepared by: Bonny Carter, Director of Facilities and Planning



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: July 18, 2011
SUBJECT: Receive Report on the Suspension of Drivers' Education Training for the 2011-2012, 2012-2013 and 2013-2014 School Years

BACKGROUND: Tracy Unified School District, in compliance with Ed. Code 51850-51854 has offered Drivers' Education courses throughout the school year to eligible students at each of the three comprehensive high schools in the District. Drivers' Education refers to the 30 or more hours of classroom instruction that a student must complete with a qualified instructor (EC51851). This course may only be taught by a qualified teacher who has passed an approved Driver's Instruction Examination and holds a valid credential authorizing instruction in Automobile Driver Education and Driver Training.

RATIONALE: Although the District has historically provided Drivers' Education courses to high school students, the State Department of Education has provided the funds to support Supplemental Instructional programs, including Drivers' Education, under Supplemental Instructional Funding: Core Academic, Kindergarten through Twelfth Grade. Enacted in the 2010-11 California State Budget, SBX# 4, Chapter 12, Statutes of 2009, now authorizes school districts to flexibly use funding received from the State for Tier Three Programs for any educational purpose, to the extent permitted by Federal Law. This flexibility to use funds from these programs has been authorized for six years from 2008-09 through 2013-14 by Education Code 42605. The District has prioritized the educational needs of all high school students and has determined that these flexible funds should be used to enhance the core courses which students are required to master in order to pass the CAHSEE and meet a - g requirements.

FUNDING: Not Applicable

RECOMMENDATION: Receive Report on the Suspension of Drivers' Education Training for the 2011-2012, 2012-2013 and 2013-2014 School Years

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



BUSINESS SERVICES MEMORANDUM

TRACY
UNIFIED SCHOOL DISTRICT

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business
DATE: July 28, 2011
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 when applicable; 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.

RECOMMENDATIONS: Approve Assembly Vendors and Site Assembly Utilization Calendars

PREPARED BY: Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
	ADDING:	
	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www.gicgraphicwear.com, 723-9817	1/9/2012
*FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE BELOW		
1/25/11	Magic of Dexter - Brian Poindexter - dexter@magicofdexter.com. www.magicofdexter.com. No animals or fire.	8/15/2011
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2011
8/28/07	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	8/28/2011
4/12/11	John Searle - Stage Workshops, johnsearles1@aol.com, www.johnsearlesfights.com/index.shtml	8/31/2011
1/25/11	Sorren Bennick Productions - Power of One Anti-Bullying Program 1-866-816-5808, To view a video clip of the show, go to www.sorenbennick.com; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact".	9/18/2012
3/8/11	Peacemakers - Paul Hall -phall@tusd.net or Kevin James - kev4jam@sbcglobal.net	11/1/2012
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2011
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www. Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2012
11/9/10	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441- stephensm@pacificdentalservices.com, Cammy Harvey - harvey@pacificdentalservices.com. www.tracysmilesdental.com. 2600 S. Tracy Blvd. Ste. 160 & 170	1/1/2012
8/25/09	Soul Shoppe, Vicki Abadesco, 415.333.9347, info@soulshoppe.com	2/1/2012

Board Approved	Vendor	Insurance Expires
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2012
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2012
5/10/11	DJ Ran Productions-Mobile Disc Jockey Services. djran@mail.com, www.djran-tracy.webs.com, 229-3802, djranproductions@live.com	5/1/2012
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2012
5/24/11	Café Art - Julie (925) 373-0222, admin@ceramic-cafeart.com, www.ceramic-cafeart.com	5/26/2012
12/14/10	David Greenberg - Author - 360-560-7766. fax # 503-842-1290. authilus@teleport.com.www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2012
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 Joel Lipkan - jlipkin@comcast.net	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
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.		

Board Approved	Vendor	Insurance Expires
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.		
FOOD VENDORS:		
OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly		
1/11/11	Tracy Breakfast Lions- Dennis Smith 627-8068, 835-5077, copsonline@comcast.net	9/1/2011
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2011
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com,	12/1/2011
5/24/11	American Dog - Ray Rhead, 834-1364, ameridogg@comcast.net	4/23/2012
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – \$1,000.		



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: July 29, 2011
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: East Bay Restaurant Supply
Site: McKinley Elementary
Item: Quote
Services: New built-in serving line equipment to replace old dilapidated serving line equipment currently on campus.
Cost: \$24,583.72
Project Funding: Cafeteria Fund 13

B. Vendor: TriMark Economy Restaurant Fixtures
Site: Monte Vista Middle School
Item: Quote
Services: New built-in serving line equipment to replace old dilapidated serving line equipment currently on campus.
Cost: \$40,843.81
Project Funding: Cafeteria Fund 13

C. Vendor: Progressive Services, Inc. dba Progressive Roofing
Site: South/West Park Elementary School
Item: Agreement - Ratify
Services: Contractor to re-roof the library with SPF and acrylic coating.
Cost: \$15,574.00
Project Funding: Deferred Maintenance 11/12

D. Vendor: Mozingo Construction, Inc.
Site: Kimball High School
Item: Agreement - Ratify
Services: Contractor to install 4" waterline service from Lammers Rd. to the school stadium.
Cost: \$22,227.00
Project Funding: Developer Fees/Mitigation Fees

E. Vendor: F&H Construction
Site: Kimball High School
Item: Notice of Completion
Services: Contractor replaced the irrigation intake structure to correct the detention pond intake.
Cost: \$25,283.00 Change Orders: \$0.00 Total Contract: \$25,283.00
Project Funding: Developer Fees and State School Building Fund

F. Vendor: All About Play
Site: West High School
Item: Quotation
Services: Poligon DSA approved shelter.
Cost: \$19,436.09
Project Funding: West High School Capital Maintenance Fund; 50% TUSD, 50% City of Tracy

G. Vendor: Playgrounds Unlimited
Site: West High School
Item: Estimate
Services: Contractor to install a 40 x 15 x 12 H Poligon modular walkway cover, re-route existing irrigation system.
Cost: \$13,140.30
Project Funding: West High School Capital Maintenance Fund; 50% TUSD, 50% City of Tracy

H. Vendor: Wilson Architecture, Inc.
Site: West High School
Item: Proposal/Agreement
Services: Architect to obtain DSA approval for (1) 15'x30' walkway structure.
Cost: \$4,600 plus reimbursable costs
Project Funding: West High School Capital Maintenance Fund; 50% TUSD, 50% City of Tracy

I. Vendor: San Joaquin County Office of Education
Site: Various -- Jacobson ES, South West Park ES, Bohn ES
Item: Approve Summary of Sites for Fiscal Year 2011/12
Services: TUSD and SJCOE entered into a Master Agreement for the Lease/Rental of classrooms in July 2003. The attached list summarizes the rental classrooms and services agreed upon for the 2011/12 fiscal year.
Revenue: \$29,836.80 Rental/Utilities/Janitorial Income due to TUSD
Project Funding: Revenue to General Fund

J. Vendor: San Joaquin County Office of Education
Site: McKinley Preschool Site
Item: Ground Lease Agreement No. 01/03 - Ratify
Services: SJCOE requested and received permission to install three (3) SJCOE owned relocatable SDC classrooms near the existing TUSD pre-school unit.
Revenue: \$1.00 Per Year Lease Payment
Project Funding: Revenue to General Fund

K. Vendor: San Joaquin County Office of Education
Site: McKinley Preschool Site
Item: Sub-Lease - Ratify
Services: SJCOE has requested permission to sub-lease one of their owned SDC classrooms to Heartworks in order to provide a.
Revenue: N/A
Project Funding: N/A



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: July 29, 2011
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:	Gowan Construction Company
Site:	Tracy High School – Modernization/Reconstruction – Painting
Item:	Quote - Ratify
Services:	Dryrot repairs necessary to complete the painting project at Tracy High School.
Cost:	\$3,706.54
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: July 29, 2011
SUBJECT: **Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

BACK GROUND: 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:	Kelly Elementary School – Project #2011-004 Modernization of Cabling Communication Infrastructure
	Item:	Change Order #1-Ratify
	Services:	Scope of work documented on the change order summary
	Cost:	\$11,902.89
	Project Funding:	Measure S Bond Funds

B.	Vendor:	AMS.NET
	Site:	West High School – Project #2011-006 Modernization of Cabling Communication Infrastructure
	Item:	Change Order #2-Ratify
	Services:	Scope of work documented on the change order summary
	Cost:	\$550.00
	Project Funding:	Measure S Bond Funds

C.	Vendor:	Bockmon & Woody Electric Company, Inc.
	Site:	Freiler Elementary School – Project #2011-003 Modernization of Cabling Communication Infrastructure
	Item:	Change Order #1-Ratify
	Services:	Scope of work documented on the change order summary
	Cost:	\$12,461.86
	Project Funding:	Measure S Bond Funds

D.	Vendor:	Bockmon & Woody Electric Company, Inc.
	Site:	Poet-Christian Elementary School – Project #2011-005 Modernization of Cabling Communication Infrastructure
	Item:	Change Order #1-Ratify
	Services:	Scope of work documented on the change order summary
	Cost:	\$9,051.88
	Project Funding:	Measure S Bond Funds

E.	Vendor:	Bockmon & Woody Electric Company, Inc.
	Site:	Jacobson Elementary School – Project #2011-007 Modernization of Cabling Communication Infrastructure
	Item:	Change Order #1-Ratify
	Services:	Scope of work documented on the change order summary
	Cost:	\$2,450.00
	Project Funding:	Measure S Bond Funds

F.	Vendor:	Bockmon & Woody Electric Company, Inc.
	Site:	Institute of Global Commerce and Government – Project #2011-002 Modernization of Cabling Communication Infrastructure
	Item:	Change Order #1-Ratify
	Services:	Scope of work documented on the change order summary
	Cost:	\$7,578.48
	Project Funding:	Measure S Bond Funds

G. Vendor:	Bockmon & Woody Electric Company, Inc.
Site:	West High School
Item:	Quote - Ratify
Services:	Cabling Infrastructure Project; cabling communication services.
Cost:	\$5,000.00
Project Funding:	Measure S Bond Funds
H. Vendor:	AMS.NET
Site:	Monte Vista Middle School and McKinley Elementary School
Item:	Quote – Merced Focus Contract
Services:	Valcom Paging and Bell System
Cost:	\$23,799.66 (50% Monte Vista and 50% McKinley)
Project Funding:	Measure S Bond Funds, QSCB Funds and SSBF
I. Vendor:	Decotech
Site:	Monte Vista Middle School
Item:	Quote
Services:	Modernization of Monte Vista Middle School; LCD Projectors for A/V systems.
Cost:	\$24,626.88
Project Funding:	Measure S Bond Funds, QSCB Funds and SSBF
J. Vendor:	Decotech
Site:	McKinley Elementary School
Item:	Quote
Services:	Modernization of McKinley Elementary School; LCD Projectors for A/V systems.
Cost:	\$15,479.75
Project Funding:	Measure S Bond Funds, QSCB Funds and SSBF
K. Vendor:	AMS.NET
Site:	West High School – Project #2011-006 Modernization of Cabling Communication Infrastructure
Item:	Change Order #3 - Ratify
Services:	Scope of work documented on the change order summary
Cost:	\$8,181.58
Project Funding:	Measure S Bond Funds
L. Vendor:	PG&E
Site:	Monte Vista Middle School Modernization
Item:	Agreement - Ratify
Services:	Electrical agreement which includes service wire installation for the modernization of the school site.
Cost:	\$15,079.37
Project Funding:	Measure S Bond Funds
M. Vendor:	Division of the State Architect
Site:	McKinley Elementary School Modernization
Item:	Additional Fees - Ratify
Services:	Access compliance and structural safety fees required
Cost:	\$7,663.61
Project Funding:	Measure S Bond Funds



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: July 18, 2011
SUBJECT: Approve the Agreement for Special Contract Services and the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Valley Community Counseling Services, Inc. (VCCS) as Part of the Early Mental Health Initiative (EMHI) Grant.

BACKGROUND: Tracy Unified School District has received Early Mental Health Initiative (EMHI) Grants since 2004. These Grants provide funds to serve students in grades K-3 who may be experiencing mild to moderate difficulties with adjustment to school. This program is recognized nationally for the positive impact that it has had influencing young students early in their school careers.

RATIONALE: Currently, the District is receiving funding from two EMHI Grants. In order to keep operational costs at a minimum and ensure that students receive as much support and service as possible, the District will provide direct oversight of the Grants and contract services with Valley Community Counseling Services, Inc. Per the EMHI Grant requirements, VCCS will provide a Certified Mental Health Consultant who will partner with TUSD in implementation of the two Grants during the 2011-12 school year. These services will be available to students at Central, Freiler, Jacobson, Villalovoz, Kelly, Poet-Christian, and Hirsch Schools who qualify per the Grant requirements and stipulations. This supports Strategic Goal # 7: Develop and utilize partnerships to achieve District goals.

FUNDING: There is no cost to the District. Services provided by Valley Community Counseling Service will be paid by the two (2) EMHI Grants.

RECOMMENDATION: Approve the Agreement for Special Contract Services and the Memorandum of Understanding (MOU) Between the Tracy Unified School District and Valley Community Counseling Services, Inc. (VCCS) as Part of the Early Mental Health Initiative (EMHI) Grant.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a certified Mental Health Consultant; hire, train, supervise, evaluate seven Child Aides; work in consultation with the TUSD Program Coordinator; evaluate student referrals for appropriate services; provide invoices to the district on a quarterly basis.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 12.5 hours per week for 36 weeks under the terms of this agreement at the following locations: Central Freiler, Jacobson, Villalovoz, Kelly, Poet-Christian, and Hirsch Schools.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 60.00 per HOURLY DAY FLAT RATE (circle one), not to exceed a total of \$ 37,280. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ NA for the term of this agreement.
 - c. District ☒ SHALL reimburse Contractor for salaries and benefits to be paid to the seven (7) Child Aides at a rate of \$16.00 per hour and 26% benefits in compliance with the EMHI Grant funding requirements not to exceed \$115,260.
 - d. District shall make payment on a ☒ QUARTERLY PROGRESS BASIS per the MOU, ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 10, 2011, and shall terminate on June 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Linda Dopp at (209) 830-3200 Ext. 1051 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Title

Address

Tracy Unified School District

Tracy Unified School District

Date

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

MEMORANDUM OF UNDERSTANDING (MOU)

between

Tracy Unified School District (TUSD) and

Valley Community Counseling Services, Inc. (VCCS)

A. The purpose of this MOU agreement is to identify the key services to be provided by VCCS to each of the identified TUSD School Sites:

B. EMHI Grant 1 provides for PIP services to Central, Freiler, Jacobson, and Villalovoz Schools per the funding requirements of the Early Mental Health Initiative (EMHI) Grant. The grant will be in effect for a one-year period, beginning Fall 2011 through June 30, 2012.

C. EMHI Grant 2 provides for PIP services to Kelly, Poet-Christian, and Hirsch Schools, per the funding requirements of the Early Mental Health Initiative (EMHI) Grant. The grant will be in effect for a two-year period, beginning Fall 2011 through June 30, 2013.

I. Staffing

- VCCS agrees to provide a therapist to conduct individual treatment to students referred by site staff. The therapists will be on the campuses 6-12 hours per week, 4 hours to be paid from the PIP Grant and remaining additional hours provided by VSS as in kind service. The therapists will be a registered intern or licensed therapist. They will provide each referred student with a diagnostic evaluation and either provide therapy services on campus, recommend to the site staff and the family a referral for a more intensive assessment, or recommend appropriate assistance when the student is not in need of therapeutic services. The therapist will attempt to qualify the student for treatment under programs operated by VCCS. This service will be provided throughout the school year as "In Kind Services" at no additional cost to the site or district.
- VCCS will conduct and certify that they have conducted criminal background checks through the California Department of Justice of all employees providing services to the District.
- VCCS will agree that no VCCS employee shall come in contact with pupils until the Department of Justice has determined that he or she has not

been convicted of a serious or violent felony as defined in Penal Code Sections 1192.7 (c) and 667.5 (c) respectively.

- VCCS agrees to provide a certified Mental Health Consultant, a LCSW, to partner with Tracy Unified School District in implementing the EMHI Grant at seven elementary school sites (Central, Freiler, Jacobson, Villalovoz, Kelly, Poet-Christian, and Hirsch Schools).
- VCCS responsibility includes but is not limited to:
 - Hiring, 7 PIP Child Aides with input from the District
 - Providing 40-45 hours of training, supervision and evaluation of PIP child aides throughout the school year in collaboration with TUSD

II. School Site Resources

Each school site agrees to provide VCCS with the following resources:

- An appropriate space to conduct individual or small group sessions.
- Access to a confidential phone.
- Access to a locked 2-drawer file cabinet.
- An identified site administrator who will be lead in coordinating services on the campus.

III. VCCS, the site administrator, the Program Manager and the Program Coordinator will jointly determine all services to be provided on the site. It is requested that any time issues develop related to any EMHI Grant service on campus, the site administrator will contact the Program Coordinator. The Program Coordinator will make the final determination regarding all EMHI Grant services. The Program Coordinator shall be a District administrator who will be an employee of the District and not an employee or independent contractor of VCCS.

IV. For purposes of reimbursement, VCCS will submit invoices with appropriate documentation to Tracy Unified District on a quarterly basis. These invoices are due to Jill Carter of TUSD on or before the following dates each year: October 15, 2011, January 15, 2012, April 15, 2012 and within 15 days of close of the school year.

V. VCCS shall indemnify, defend and save the TUSD, its Governing Board, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in

- VI. This MOU becomes effective only after the following actions: notification from the Department of Mental Health that the PIP grant has been approved for funding and ratification by the TUSD Board of Education.
- VII. The term of this agreement will commence on July 1, 2011 and shall terminate upon completion or termination of each grant. If the grants are extended beyond the terms set forth in paragraphs B and/or C above, this agreement shall terminate upon completion or termination of each.
- VIII. This agreement may be modified only through the written agreement of both parties.
- IX. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

TUSD Project Coordinator Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 23, 2011
RE: Acknowledge Revisions to Administrative Regulation 1312.4 Williams Uniform Complaint Procedures

BACKGROUND: In preparation for the annual Williams Compliance reporting, all documents pertaining to the Williams and Valenzuela Settlement Compliance have been reviewed. The language of the complaint procedures under the Williams and Valenzuela settlements has changed requiring a revision of AR 1312.4.

RATIONALE: Administrative Regulation 1312.4 Williams Uniform Complaint Procedures were revised to reflect recent changes in language. The primary revision is the use of the word 'pupil' in place of the word 'student'. The revised Administrative Regulation reflects revisions to the language with deletions indicated with a strikethrough and new language indicated with italics. This supports Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and Strategic Goal #5: Continuously improve fiscal facilities and operational processes.

FUNDING: Not Applicable

RECOMMENDATION: Acknowledge Revisions to Administrative Regulation 1312.4 Williams Uniform Complaint Procedures

PREPARED BY: Dr. Carol Anderson-Woo, Director of Curriculum, Accountability and Continuous Improvement

WILLIAMS UNIFORM COMPLAINT PROCEDURES**A. Purpose and Scope**

The district must establish policies and procedures regarding deficiencies related to instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of ~~students~~ *pupils* or staff, and teacher vacancy or misassignment.

B. General

The following regulation creates a "supplemental" uniform complaint procedure to investigate complaints filed pursuant to the Williams Uniform Complaint Procedures and includes provisions regarding the Valenzuela settlement.

C. Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Textbooks and instructional materials

- a. A ~~student~~ *pupil*, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- b. A ~~student~~ *pupil* does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. *A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.*

2. Teacher vacancy or misassignment

- a. A semester begins and a ~~certificated~~ teacher *vacancy exists* ~~is not assigned to teach the~~ class.
- b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner ~~students~~ *pupils* in the class.

WILLIAMS UNIFORM COMPLAINT PROCEDURES

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester. (Education Code 33126; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the ~~students~~ *pupils* enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day ~~students~~ *pupils* attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

3. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of ~~students~~ *pupils* or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of ~~students~~ *pupils* or staff while at school, including, but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer *line* stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to ~~students~~ *pupils* or staff; or structural damage creating a hazardous or uninhabitable condition; *or any other condition deemed appropriate.* (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Open restroom means, ~~except as necessary for student safety or to make repairs,~~ the school has kept all restrooms open during school hours when ~~students~~ *pupils* are not in classes and has kept a sufficient number of restrooms open during school hours when ~~students~~ *pupils* are in classes. *This does not apply when the temporary closing of the restroom is necessary for pupil safety or to make repairs.* (Education Code 35292.5)

4. High school exit examination intensive instruction and services

A ~~student~~ *pupil*, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two consecutive academic years or until the ~~student~~ *pupil* has passed both parts of the exam, whichever comes first. (Education Code 35186)

D. Filing of Complaint

A complaint alleging any condition(s) specified in items #1-3 *in the section entitled "Types of Complaints"* above shall be filed with the principal or designee. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee ~~within~~ *in a timely manner, but not to exceed 10 working days.* (Education Code 35186; 5 CCR 4680)

A complaint alleging any deficiency specified in item #4 *in the section entitled "Types of Complaints"* above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or at a school site and shall be immediately forwarded to the Superintendent or designee. (Education Code 35186)

E. Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to his/her complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant indicated on the complaint. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of the complaint, he/she ~~may~~ *has the right to* describe the complaint to the Governing Board at a regularly scheduled ~~hearing meeting~~. (Education Code 36186)

For *any* complaints concerning a facility condition that poses an emergency or urgent threat to the health or safety of ~~students~~ *pupils* or staff as described in item #3a in the section entitled "*Types of Complaints*" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186)

~~When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the district's decision and must include a copy of the locally filed complaint and the district's decision (Title 5, Section 4652).~~

F. Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186)

G. Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. ~~However, complainants need not use the district's Williams complaint form in order to file a complaint.~~ (Education Code 35186; 5 CCR 4680)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

H. Record Retention

Permanent

I. Responsible Administration Unit

Educational Services
Site Principals

J. Approved by the Administrator of the Unit

Assistant Superintendent for Educational Services

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School accountability report card
35186 Williams uniform complaint procedure
35292.5 Restrooms, maintenance and cleanliness
37254 Supplemental instruction based on failure to pass exit exam by end of grade 12
48985 Notice to parents in language other than English
60119 Hearing on sufficiency of instructional materials
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures, especially:
4680-4687 Williams complaints

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
California County Superintendents Educational Services Association: <http://www.ccesa.org>
California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>
State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 2, 2011
SUBJECT: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2011.

BACKGROUND: Pursuant to the Williams Settlement, the Valenzuela Settlement, and California Education Code Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for students who have completed grade 12 but not passed the California High School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the April 15, 2011 – July 15, 2011 reporting period.

RATIONALE: The quarterly report for the period of April 15, 2011 through July 15, 2011 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint Process as well as the resolution of each of those complaints. This report supports Strategic Goal #2: Ensure that all students meet or exceed grade level standard and that the achievement gap is closed and Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: No cost

RECOMMENDATION: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2011.

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

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

District: Tracy Joint Unified School District

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

Quarterly Report Submission Date: ☐ January 18, 2011
 (check one) ☐ April 15, 2011
☒ July 15, 2011
☐ October 15, 2011

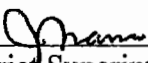
Date for information to be reported publicly at governing board meeting: August 9, 2011

Please check the box that applies:

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

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

Dr. James Franco
 Print Name of District Superintendent


 Signature of District Superintendent

7-21-11
 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 2, 2011
SUBJECT: Approve Agreement for Special Contract Services with U.C. Berkeley School of Optometry for Student Vision Screenings for the 2011/2012 School Year

BACKGROUND: Public school districts are mandated to do vision screenings of kindergarten and/or first, second, and fifth grade students. U.C. Berkeley School of Optometry uses a team of student doctors, under supervision, to perform the testing.

RATIONALE: Modified Clinical Technique is the style of testing performed, that includes near and far acuity, eye muscle balance, color vision and general eye health. Mass vision screenings are least disruptive for classrooms and more cost effective. This agenda item meets Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff and Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: U.C. Berkeley, School of Optometry, charges \$3.25 per student. Not to exceed \$9,700.00. This is budgeted in the Health Services Department general budget.

RECOMMENDATION: Approve Agreement for Special Contract Services with U.C. Berkeley School of Optometry for Student Vision Screenings for the 2011/2012 School Year

Prepared by: Cynthia Edmiston, Coordinator of Health Services

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California, 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between the Tracy Unified School District, hereinafter referred to as "District", and University of California, Berkeley School of Optometry 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: Modified clinical technique vision screening, per state mandate, stands, retinoscopy, ophthalmoscopy, cover tests Snellen/E acuity and color vision on males only. (Contractor minimum duties).
2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of Eleven sessions under the terms of this agreement at the following location: K-5 school sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule: \$3.25 per student.
 - a. District shall pay \$ 3.25 per student FLAT RATE (circle one), not to exceed a total of \$9,700.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of the agreement.
 - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by the 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 term of the agreement shall commence on 8/25/2011 and shall terminate on 5/25/2012
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Cynthia Edmiston at (209) 830-3241 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 of loss, damage or injury to person(s) or property resulting from, or caused by, contractor's services 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, 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 in any such action, suit of legal proceedings or the result thereof. Nothing herein provide shall be construed to require Contract 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 the Contractor.

9. Contractor certifies that his or her current employee, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statues, 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

Asst. Superintendent of Business Services
Title

Account Number to be Charged

01-0000-0-1110-3140-5800-800-2323

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 2, 2011
SUBJECT: Approve Agreement for Special Contract Services with Stanislaus County Office of Education for Student Hearing Screenings for the 2011/2012 School Year

BACKGROUND: Public school districts are mandated to do hearing screenings of kindergarten and/or first, second, fifth and eighth grade students. Stanislaus County Office of Education, Hearing Conservation Specialists, has provided this service to Tracy Unified School District for the last fourteen (14) years, and is state approved.

RATIONALE: Stanislaus County Office of Education, Hearing Conservation Specialists, screens ten (10) children at a time using a soundproof van – this ensures limited classroom interruption and quality testing. Mass hearing screening is more cost effective when contracted to outside sources. This agenda item meets Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff and Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Stanislaus County Office of Education charges \$3.94 per student, \$8.51 per wheelchair bound student, and \$58.5 cents per mile for each hearing van. The cost will not exceed \$21,000.00 and is budgeted in the Health Services department budget.

RECOMMENDATION: Approve Agreement for Special Contract Services with Stanislaus County Office of Education for Student Hearing Screenings for the 2011/2012 School Year

Prepared by: Cynthia Edmiston, Coordinator of Health Services

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California, 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between the Tracy Unified School District, hereinafter referred to as "District", and Stanislaus County Superintendent of Schools 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: State mandated hearing screenings for kindergarten and or first, second, fifth and eighth grade students.
2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of 35 sessions under the terms of this agreement at the following location: Tracy Unified School District K-8 sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule: \$3.94 per student and \$8.51 per child in a wheelchair, plus mileage rate \$58.5 per mile per vehicle.
 - a. District shall pay \$ 3.94 per student FLAT RATE (circle one), not to exceed a total of \$ 21,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☒ SHALL; ☐ SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$58.5 per mile for the term of the agreement.
 - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by the 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 term of the agreement shall commence on 8/23/2011 and shall terminate on 5/31/2012.
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, Cindy Edmiston at (209) 830-3241 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 of loss, damage or injury to person(s) or property resulting from, or caused by, contractor's services 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, 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 in any such action, suit of legal proceedings or the result thereof. Nothing herein provide shall be construed to require Contract 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 the Contractor.

9. Contractor certifies that his or her current employee, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statues, 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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: July 29, 2011
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Central School for the 2011-2012 School Year.

BACKGROUND: Over the past several years, Central School has contracted with the County Office of Education, Regional System of District and School Support (RSDSS) to provide instructional training for our site leadership team, principal and staff. This training has resulted in improved teacher instruction and student achievement.

RATIONALE: Central School is committed to continue to improve teacher quality and instruction and close the achievement gap. The outcome of this training with RSDSS will result in improving instruction and thus student achievement. RSDSS will train all teachers on Direct Instruction strategies and work with them throughout the year on utilizing these strategies effectively in the classroom on a regular basis. The site Leadership Team will be trained on developing Professional Learning Communities which will have a positive effect on all Central School staff and students. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: No cost to the District. Site Categorical funding, Title II – Teacher Quality, and Title I – Staff Development will cover these costs. The total amount paid to the County Office of Education (RSDSS) will not exceed \$16,250.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Central School for the 2011-2012 School Year.

Prepared by: Nancy Morgan Link, Central School Principal.

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, Regional System of District and School Support (RSDSS) hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide instructional training for Central teachers, principal and leadership team which will focus on improving teacher quality and instruction and closing the achievement gap.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: Tracy Unified School District and/or the San Joaquin Office of Education.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$16,250 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 16,250.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [☐] MONTHLY PROGRESS BASIS, [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 10, 2011, and shall terminate on June 1, 2012.
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, Nancy Morgan Link at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

_____ Consultant Signature (1)
_____ Social Security Number (2)/Tax ID #
_____ Date
_____ Title
_____ Address & Phone #

_____ Tracy Unified School District
_____ Date
_____ Title
_____ Account Number to be Charged
_____ Department/Site Approval
_____ Budget Approval
_____ Date Approved by the Board

Send all copies to the Business Office:

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

Memorandum of Understanding
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Regional System of District and School Support
And
Central Elementary School, Tracy Unified School District

This Agreement by and between the San Joaquin County Office of Education/Regional System of District and School Support, hereinafter referred to as "SJCOE/ RSDSS," and Central Elementary School, Tracy Unified School District hereinafter referred to as "CES/TUSD," is for the purpose of serving as an ongoing technical assistance.

The two parties, SJCOE/RSDSS and CES/TUSD mutually agree to the following terms and conditions:

I. Scope of the Work

Provide Professional Learning Community training and on-site technical assistance to Central Elementary School.

II. Terms of Agreement

Effective dates of agreement will be from August 1, 2011 – June 29, 2012.

III. Compensation

Event	Participants	Days/Sessions
Professional Development (SJCOE):	Leadership team of no more than 5	Aug 22, 2011
Topic: Professional Learning	teachers	Aug 23, 2011
Community		Set 20, 2011
		Nov 3, 2011
		Jan 10, 2012
Professional Development (SJCOE):	5 Teachers	Sep 6, 2011
Topic: Direct Instruction Training		Sep 27, 2011
		Nov 8, 2011
		Nov 29, 2011
		Feb 28, 2012

Professional Development (SJCOE):	Site Administrator	Sep 13, 2011
Topic: Instructional Leadership Network		Nov 17, 2011
		Jan 11, 2012
		Feb 6, 2012
		Mar 28, 2012
On-Site Professional Development	All certificated staff at Central Elementary School	Aug 11, 2011
Topic: Direct Instruction Overview		
On-site Professional Development	All certificated staff at Central Elementary School	4 one-hour sessions (TBD)
Topics:		
(1) Academic Vocabulary		
(2) Direct Instruction		
(3) Professional Learning Communities		
Grade-level coaching/lesson observations	Grade-level teams	August 26, 2011
		October 26, 2011
		January 4, 2012
		March 22, 2012
Instructional Tours	All certificated staff at Central Elementary School	November 2, 2011
		January 9, 2012
		Total \$16,250

CES/TUSD will pay SJCOE/RSDSS \$16,250 no later than August 1, 2011.

IV. Termination of Agreement

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

V. Certification of Non-Employee Status

- a) SJCOE/RSDSS certifies that at all times RSDSS is acting as an independent contractor and not as employee of Central Elementary School, Tracy Unified School District. Central Elementary School, Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.
- b) Central Elementary School, Tracy Unified School District agrees to make no claim against the County Office of Education for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that Central Elementary School, Tracy Unified School District is not entitled to any such benefits.

**San Joaquin County Office of Education Central Elementary School, Tracy
Unified School District**

Gary Dei Rossi, Assistant Superintendent
Educational Services Department

Date _____

Linda Dopp
Director, Alternative Programs

Date _____

Mamie Starr, Director of Operations,
Contract Manager

Date _____

Nancy Link
Principal

Date _____

Charles V. Vidal, RSDSS Director

Date _____

CERTIFICATION OF NON-EMPLOYMENT STATUS:

CONTRACTOR/CONSULTANT /DISTRICT certify that at all times
CONTRACTOR/CONSULTANT/DISTRICT is acting as an independent contractor and not an employee of
the San Joaquin County Office of Education. CONTRACTOR/CONSULTANT/DISTRICT agrees to
indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and
employees of the SJCOE against any and all claims which may result from this agreement.
CONTRACTOR/CONSULTANT /DISTRICT agrees to make no claim against the COUNTY OFFICE for any

vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees CONTRACTOR/CONSULTANT/DISTRICT is not entitled to any such benefits.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: July 29, 2011
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Doyle, David

Gallagher-Silva, Andrea

Mahoney, Daniel

Wilson, Jeanine

CERTIFICATED MANAGEMENT

Assistant Principal (Replacement)
Monte Vista Middle School
LME 45, B
\$80,771.00
Funding: General

Principal (Replacement)
Hirsch Elementary School
LME 50, C
\$89,527.44
Funding: General

Assistant Principal (New)
Kimball High School
LME 48, C
\$91,694.40
Funding: General

Assistant Principal (Replacement)
Kelly School
LME 40, A
\$74,967.90
Funding: General

BACKGROUND:

Anders, Christina

CERTIFICATED

6th Grade (New)
Kelly School
Class IV, Step 9, "B"
\$57,818.00
Funding: General

Anderson, Scott	Social Science (New) Kimball High School Class III, Step 4, "B" \$47,090.00 Funding: General
Barber, Katie	5 th Grade (New) South/West Park School Class V, Step 7, "B" \$57,497.00 Funding: General
Case, Leilani	3 rd Grade (New) North School Class V, Step 6, "B" \$53,995.00 Funding: General
Cavallaro, Pamela	Physical Education (New) Kimball High School Class VI, Step 15, "B" \$70,991.00 Funding: General
Cheng, Tiffany	6 th Grade (New) Monte Vista Middle School Class V, Step 7, "B" \$55,874.00 Funding: General
Clark, William	CTE/Mod Carpentry 80% (New) Kimball High School Class IV, Step 6, "B" \$41,743.20 Funding: Categorical
Cleaver, Sarah	6 th Grade (New) Monte Vista Middle School Class V, Step 9, "B" \$59,830.00 Funding: General
De la Porte, Brian	Physical Education 60% (New) West High School Class I, Step 1, "A" \$25,202.40 Funding: General
Eddy, John	English (New) Kimball High School Class III, Step 2, "B" \$43,976.00 Funding: General

Garcia, Rocio	Bilingual Kindergarten (New) South/West Park Class IV, Step 6, "B" \$53,802.00 Funding: Categorical
Gardner, Shazana	8 th Physical Science (New) Williams Middle School Class IV, Step 3, "B" \$47,090.00 Funding: General
Gonzalez, Eleazar	CTE/Mod Carpentry/Tech Drawing (New) Kimball High School Class IV, Step 4, "B" \$48,728.00 Funding: Categorical
Haidet, Theresa	4 th Grade (Replacement) South/West Park Class VI, Step 7, "B" \$57,818.00 Funding: General
Jarvis, Cheryl	7 th Grade (Replacement) Williams Middle School Class III, Step 7, "B" \$52,179.00 Funding: General
Johnson, Debra	Home Economics (20%) New Tracy High School Class VI, Step 8, "B" \$47,864.00 Funding: General
Kassel, Jennifer	5 th Grade GATE (New) South/West Park School Class VI, Step 7, "B" \$59,441.00 Funding: General
Keehn, Marie	Social Science 40% (New) Kimball High School Class IV, Step 9, "B" \$57,818.00 Funding: Categorical

Lenart, Jessica	Social Science (Psychology) (New) Kimball High School Class I, Step 1, "A" \$42,004.00 Funding: Categorical
Montiel, Christine	5 th Grade (New) Kelly School Class III, Step 8, "B" \$53,995.00 Funding: General
Munger, Christopher	English (New) Kimball High School Class IV, Step 1, "B" \$45,505.00 Funding: General
Nunez, Angelique	Physical Education (New) North School Class III, Step 5, "B" \$48,728.00 Funding: General
Pozsar, Maria	French 40% (New) Tracy High School Class V, Step 16, "B" \$65,690.00 Funding: General
Rains, Elisa	Physical Education 20% (New) Kimball High School Class VI, Step 7, "B" \$59,441.00 Funding: General
Rhodes, Deborah	8 th Core (Replacement) Kelly School Class IV, Step 7, "B" \$53,995.00 Funding: General

Rivas, Maria

Spanish (New)
Tracy High School
Class V, Step 7, "B"
\$57,497.00
Funding: General

Ruiz, Ruperto

7th Grade Core (New)
Monte Vista Middle School
Class VI, Step 7, "B"
\$57,818.00
Funding: General

Ryan, Myesha

4th Grade (Replacement)
Kelly School
Class IV, Step 6, "B"
\$53,802.00
Funding: General

Smith, Kimberly

6th Grade (New)
Monte Vista Middle School
Class IV, Step 8, "B"
\$55,874.00
Funding: General

Toepfer, Jill

Physical Education – Roving (New)
Bohn (roves to Villa & Central)
Class III, Step 6, "B"
\$52,047.00
Funding: General

Walker, Westley

2nd Grade (Replacement)
Central School
Class VI, Step 10, "B"
\$65,690.00
Funding: General

Yu, Joan

7th Grade Math (New)
Freiler School
Class III, Step 2, "B"
\$43,976.00
Funding: General

BACKGROUND:

Estrada, Ricardo

CLASSIFIED

Utility Person III (New)
Transportation/Maintenance & Operations
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: General Fund 25%; Transportation
Home to School 50%; Ongoing & Major
Maintenance 25%

Hagler, Samuel

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

Henderson, Pamela

Utility Person III (New)
*Filled by current TUSD employee
Transportation/Maintenance & Operations
Range 36, Step E - \$19.94 per hour + ND
8 hours per day
Funding: Stabilization 50%; Transportation
Special Education 50%

Rodriguez, Melinda

Elementary Attendance Clerk (Replacement)
*Filled by current TUSD employee
South/West Park
Range 28, Step E - \$16.53 per hour
8 hours per day
Funding: General Fund

Sanchez, Antonio

Utility Person III (New)
Transportation/Maintenance & Operations
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: General Fund 25%; Transportation
Home to School 50%; Ongoing & Major
Maintenance 25%

Valadez, Elias

Utility Person III (New)
Transportation/Maintenance & Operations
Range 36, Step B - \$17.32 per hour + ND
8 hours per day
Funding: General Fund 25%; Transportation
Home to School 50%; Ongoing & Major
Maintenance 25%

Vera-Rios, Maria

Custodian I (New)
*Filled by current TUSD employee
Range 31, Step E - \$17.74 per hour + ND
8 hours per day
Funding: General Fund

BACKGROUND:

Silveira, Diana

CLASSIFIED/CONFIDENTIAL

Elementary School Secretary (Replacement)
*Filled by current TUSD employee
McKinley School
Range LMH 8, Step A - \$20.09 per hour
8 hours per day
Funding: General Fund

BACKGROUND:

Ballard, Brian

Behnam, Arash

Boyd, Jake

Loggins, Jennifer

Sausau, Alex

COACHES

Frosh/Soph Boys' Soccer
Kimball High School
Stipend: \$3,245.36

Assistant Sophomore Football
West High School
Stipend: \$3,896.19

Assistant Sophomore Football
Tracy High School
Stipend: \$3,896.19

Assistant Pep Squad Advisor
West High School
Stipend (2) \$1,948.09

Head Freshman Football
West High School
Stipend: \$4,547.02

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. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: July 29, 2011
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified,
Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Fracolli, Laurie Principal	Freiler	07/29/11	Personal
Wilson, Jeanine 4 TH Grade	Kelly	07/18/11	Accept Assistant Principal Position at Kelly School

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Schneider, George L. 2 nd Grade	Central	08/08/11

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Krusi, Brooke 2 nd Grade	McKinley	06/02/11	Personal
Laveroni, Taylor Social Science	Tracy High	06/16/11	Personal
Price, William Social Science	West High	07/25/11	Personal

BACKGROUND:NAME/TITLESITE

None

CLASSIFIED RETIREMENTEFFECTIVE
DATE**BACKGROUND:**NAME/TITLESITEEFFECTIVE
DATEREASONBurrell, Naomi
School Supervision
Assistant

Kelly

07/01/2011

Personal

Henderson, Pamela
Bus Driver/Custodian/
GroundskeeperTransportation/
Maintenance 06/27/11Accepted Utility III
positionHutton, Brenda
I.E.P. Para Educator I

Special Ed

07/19/2011

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: *SH* Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: July 29, 2011
SUBJECT: **Approve Expenditure of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions**

BACKGROUND: Pursuant to Education Code 44015, the governing board of a school district may make awards to employees who do any of the following:

1. Propose procedures or ideas that thereafter are adopted and effectuated, and the result in eliminating or reducing district expenditures or improving operations
2. Perform special acts or special services in the public interest
3. By their superior accomplishments, make exceptional contributions to the efficiency, economy or other improvement in operations of the school district

Any award granted under the provisions of Education Code 44015 that may be made by an awards committee under appropriate District rules shall not exceed two hundred dollars (\$200), unless a larger award is expressly approved by the governing board.

RATIONALE: Each year the District recognizes employees with awards for accomplishments or contributions such as having longevity within the District, retirement, and being recognized as an outstanding employee of the term and/or year. The average cost of the gift ranges between \$1 and \$25.

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

FUNDING: The annual cost fluctuates with the number of employees retiring and being recognized for longevity. Awards do not exceed the maximum amount allowed pursuant to the section of the Education Code.

RECOMMENDATION: Approve Expenditure of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: July 29, 2011
SUBJECT: Approve Amendment No. 1 to the Memorandum of Understanding between the City of Tracy and the Tracy Unified School District Pertaining to the West High School Swimming Pool

BACKGROUND: On January 23, 2007, the Tracy Unified School District Board of Education authorized staff to enter into a Memorandum of Understanding (MOU) with the City of Tracy pertaining to the construction, maintenance and operation of the West High School swimming pool.

The term of the MOU was set at 30 years. The MOU is based upon a City contribution of 25% for the initial capital costs in addition to a 25% contribution to the maintenance and operations of the pool over a 30 year period. In addition to the 25% contribution for routine operations, maintenance and repair; the MOU contained stipulations that the City would pay \$44,895 and that TUSD would pay \$134,683 annually into a Capital Maintenance Fund (CMF). The CMF was established to accumulate the funds over 30 years necessary to replace the pool and to provide a mechanism to fund major repairs that may be needed during the 30 year MOU period.

RATIONALE: The City of Tracy has requested a two-year hiatus period from contributing to the CMF beginning with fiscal years 2011/12 through 2012/13 which stipulates that neither the District nor the City shall be obligated to deposit any amount into the separately established CMF's. The hiatus period may be extended for up to three additional fiscal years upon written agreement for both the City and the District. Amendments to the MOU require mutually written agreement by both parties.

FUNDING: No contribution will be made from the General Fund into the Capital Maintenance Fund for a two year period.

RECOMMENDATION: Approve Amendment No. 1 to the Memorandum of Understanding between the City of Tracy and the Tracy Unified School District Pertaining to the West High School Swimming Pool

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

**AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND THE TRACY UNIFIED SCHOOL DISTRICT
RELATING TO THE WEST HIGH SCHOOL SWIMMING POOL**

This Amendment No. 1 (hereinafter "Amendment") to the Memorandum of Understanding (the "MOU") entered into on the 6th day of February, 2007, between the City of Tracy and the Tracy Unified School District relating to the operations of the swimming pool located at West High School is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and the Tracy Unified School District (hereinafter "TUSD").

RECITALS

- A. The City and TUSD entered into a Memorandum of Understanding, on or about the 6th day of February, 2007, relating to the operations of the swimming pool located at West High School (the "MOU").
- B. The parties wish to amend the capital maintenance payment provisions of the MOU (Section 6C of the MOU) as provided herein.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the MOU, unless specifically modified by this Amendment. All terms and conditions set forth in the MOU which are not specifically modified by this Amendment shall remain in full force and effect.
- 2. **Terms of Amendment.** Subsection C of Section 6, entitled "Operations, Maintenance, and Cleanup" is amended to read as follows:

"C. District shall pay \$134,683 annually, for a period of 30 years, for Capital Maintenance. City shall pay \$44,895 annually, for a period of 30 years, for Capital Maintenance. These amounts reflect the actual costs anticipated for Capital Maintenance and Repair for operation of the Pool and Community Buildings over a 30 year period. These amounts shall be deposited by both parties into separately established facilities funds to be used solely as repair and replacement funds for long-term improvements on the Pool and Community Buildings (the "Capital Maintenance Funds (CMF)"), provided, however, that for City's fiscal years 2011-2012 through 2012-2013 (the "hiatus period", neither District nor City shall be obligated to deposit any amount into such separately established CMFs." The hiatus period may be extended for up to three additional fiscal years upon written agreement signed by both City's City Manager and TUSD's Superintendant. If the City elects early termination and withdrawal from the MOU, during the hiatus period, the City shall deposit all funds in its CMF fund as if the hiatus period did not exist during such period. If TUSD elects early termination and withdrawal from the MOU, during the hiatus period, TUSD shall deposit all funds in its CMF fund as if the hiatus period did not exist during such period. Should a shortfall in the separately established CMF funds occur due to costs being greater

Amendment No. 1 to MOU Between the City of Tracy and the Tracy Unified School District Relating to the Operations of West High School Swimming Pool
Page 2 of 2

than the balance in such funds, the City and District shall each contribute to the fund in the same proportion required when the hiatus period is not in effect up to the amount required under this MOU.

- 3. Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
- 4. Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.
- 5. Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the District and the City. This Amendment shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

TRACY UNIFIED SCHOOL DISTRICT

By: _____
Brent H. Ives
Title: Mayor
Date: _____

By: _____
Dr. James Franco
Title: Superintendent
Date: _____

Attest:
By: _____
Sandra Edwards
Title: City Clerk
Date: _____

Approved as to form

By: _____
Daniel G. Sodergren
Title: City Attorney
Date: _____



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: July 29, 2011
SUBJECT: Approve Memorandum of Understanding Addressing Transportation Services with Lammersville Unified School District

BACKGROUND: The Lammersville Elementary District will become a unified school district on July 1, 2011, to be known as the "Lammersville Joint Unified School District," serving grades kindergarten through 12th. During the months and years leading to the unification, Tracy Unified School District and the Lammersville Elementary District entered into an agreement which sets forth various rights and obligations of the Lammersville Elementary District and the Tracy District including those in relation to the formation of the Lammersville Unified District.

Section 5.G of the Pre-Unification Agreement addressed the issue of transportation services to high school age students residing within the boundaries of the Lammersville Unified District to the Tracy District's Kimball High School prior to the opening of a high school within the Lammersville Unified District and provides as follows:

The Lammersville Unified School District shall either pay reasonable costs for transportation of Lammersville Unified School District students to high schools in the Tracy District, or shall itself provide such transportation. The District shall develop a process for inclusion in the master interdistrict attendance agreement setting forth the method of identifying and valuing costs relating to such transportation services, including equipment, staff salaries and operational costs.

In addition, section 5.I of the Pre-Unification Agreement addressed the issue of the provision of special education services to high school age students residing within the boundaries of the Lammersville Unified District, including transportation of special education students to the Tracy District's Kimball High School, prior to the opening of a high school within the Lammersville Unified District and provides in relevant part as follows:

Together with the San Joaquin County Office of Education Special Education Local Plan Area (the "County SELPA"), the Tracy District provides special education services to non-severe and severe special education students. Until Lammersville Unified School District is able to offer special education services to non-severe and severe special education students, the Tracy District will continue to provide such services consistent with the terms of provision of services pursuant to the interdistrict attendance terms set forth above, subject to the availability of State and/or Federal funding.

On May 24, 2011, the Board of Trustees approved a Memorandum of Understanding (MOU) by and between the Tracy Unified School District and the Lammersville Unified School District which established parameters within which transportation services would be delivered to students from the Lammersville district. Since that time, representatives from the two districts have renegotiated a number of changes to the MOU, resulting in the agreement presented to the board at this time.

RATIONALE: The attached Memorandum of Understanding details how transportation services will be provided to the Lammersville district.

FUNDING: For the 2011-12 School Year, the Lammersville Unified School District shall pay reasonable costs for transportation of Lammersville Unified School District students to high schools in the Tracy Unified School District, but shall make payment by transferring ownership of buses to TUSD, the value of which shall equal the amount due for services.

RECOMMENDATION: Approve Memorandum of Understanding by and Among Tracy Joint Unified School District and Lammersville Elementary School District and Lammersville Joint Unified School District for Mutual Agreements for Transportation Services for Lammersville Joint Unified School District high school age students to the Tracy District's Kimball High School

Prepared by: John Heerema-Director of Transportation & Casey J. Goodall, Associate Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Assistant Superintendent for Business
DATE: July 29, 2011
SUBJECT: Adopt Revised Board Policy and Administrative Regulation 3260 Fees and Charges (First Reading)

BACKGROUND: On September, 2010, a group of plaintiffs filed action against the state of California, alleging that the state has violated their constitutional duty to provide free and equal education by failing to ensure that California public school districts do not charge fees for educational activities. The changes proposed to Board Policy and Administrative Regulation 3260 includes additional information to assist staff in complying with state law.

RATIONALE: The most recent insertions are bolded, deletions are marked with a strike through. Formatting will be corrected once changes are completed.

FUNDING: There is no cost this change.

RECOMMENDATION: Adopt Revised Board Policy and Administrative Regulation 3260 Fees and Charges (First Reading)

FEES AND CHARGES

~~Sale of school supplies within a school is not consistent with the purpose and function of the public school system in the State of California.~~

The Governing Board desires to furnish books, materials and instructional equipment as needed for the educational program. ~~The governing board will make every effort to provide all instructional equipment, books and materials needed to maintain the desired instructional program so that teachers, pupils, parents, parent-teacher organizations or school fund raising activities are not needed to provide such items.~~ Because district needs must be met with limited available funds, the Board may charge fees when specifically authorized by law.

The district shall consider the student and parent/guardian's ability to pay when establishing fee schedules and granting exceptions.

Legal Reference:**EDUCATION CODE**

8263	Child care eligibility
8760-8773	Outdoor science and conservation programs
17551	Property fabricated by students
19910-19911	Offenses against libraries
	Malicious cutting, tearing, defacing, breaking or injuring
19911	Willful detention of property
32033	Eye protective devices
32221	Insurance for athletic team member
32390	Fingerprinting program
35330 – 35332	Excursions and field trips
35335	School camp programs
38080 – 38085	Cafeteria establishment and use
38119	Lease of personal property; caps and gowns
38120	Use of school band equipment on excursions to foreign countries
39526	Property fabricated by students
39807.5	Payment of transportation cost
39837	Transportation of students to places of summer employment

FEES AND CHARGES

48050	Residents of adjoining states
48052	Tuition for foreign residents
48904	Liability of parent or guardian
49066	Grades, effect of physical education class apparel
49091.14	Prospectus of school curriculum
51810-51815	Community service classes
52612	Tuition for adult classes
52613	Nonimmigrant aliens
60410	Students in classes for adults

GOVERNMENT CODE

6253	Request for copy; fee
------	-----------------------

VEHICLE CODE

21113	Public grounds; parking
-------	-------------------------

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350	Fees not permitted
-----	--------------------

UNITED STATES CODE, TITLE 8

1184	Foreign Students
------	------------------

COURT DECISIONS

Driving School Assn of CA v. San Mateo Union HSDt (1993) 11 Cal. App. 4th 1513

Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251

Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739

Hartzell v. Connell (1984) 35 Cal. 3d 899

CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Management Resources:

CDE MANAGEMENT ADVISORIES

1030.97 Fiscal Management Advisory 97-02: Fees Deposits and Other
Charges

WEB SITES

CDE: <http://www.cde.ca.gov>

Adopted: ~~5/9/06~~ 8/23/11?

FEES AND CHARGES

A. PURPOSE AND SCOPE

The Governing Board desires to furnish books, materials and instructional equipment as needed for the educational program. Because the needs of the district must be met with limited available funds, the Board may charge fees when specifically authorized by law.

B. GENERAL

The district shall charge only those fees specifically authorized by law.

(5 CCR 350) The following fees and charges are permitted by the Governing Board:

1. Insurance for athletic team members, with an exemption for financial hardship (Education Code 32221) (cf. 5143 - Insurance)
2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)
3. Expenses of students' participation in a field trip or excursion to another state, the District of Columbia or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330) (cf. 6153 - School-Sponsored Trips)
4. Student fingerprinting program (Education Code 32390) (cf. 5142.1 - Identification and Reporting of Missing Children)
5. School camp programs operated pursuant to Education Code 8760-8773 provided that the fee is not mandatory (Education Code 35335) (cf. 6142.5 - Environmental Education)
6. Personal property of the district fabricated by students, as long as the cost of the property does not exceed the cost of the materials provided by the district (Education Code 17551)
7. Home-to-school transportation and transportation between school and regional occupational centers, programs or classes, as long as the fee does not exceed the statewide average non-subsidized cost per student and so long as exemptions are made for indigent and disabled students (Education Code 39807.5) (cf. 3250 - Transportation Fees)

FEES AND CHARGES**B. GENERAL (continued)**

8. Transportation to and from summer employment programs for youth (Education Code 39837)
9. Physical education uniforms (cf. 6142.7 - Physical Education)
10. Rental or lease of personal property needed for district purposes, such as caps and gowns used by seniors in graduation ceremonies (Education Code 38119) (cf. 5127 - Graduation Ceremonies and Activities)
11. Deposit for band instruments, music, uniforms and other regalia which school band members take on excursions to foreign countries (Education Code 38120)
12. Fees for community service classes (Education Code 51815)
13. Eye safety devices, at a price not to exceed the district's actual costs (Education Code 32033) (cf. 5142 - Safety)
14. Actual costs of duplication for copies of public records (Government Code 6253) (cf. 1340 - Access to District Records)
15. Actual costs of duplication for reproduction of the prospectus of school curriculum (Education Code 49091.14) (cf. 5020 - Parent Rights and Responsibilities)
16. Food sold at school subject to free and reduced price meal program eligibility and other restrictions specified in law (Education Code 38084)(cf. 3551 - Food Service Operations/Cafeteria Funds) (cf. 3553 - Free and Reduced Price Meals) (cf. 3554 - Other Food Sales)
17. Fines or reimbursements for lost or damaged district property or damage to library property (Education Code 19910-19911, 48904) (cf. 3515.4 - Recovery for Property Loss or Damage)
18. Tuition for out-of-state and out-of-country residents (Education Code 48050, 48052, 52613; 8 USC 1184) (cf. 5111.1 - District Residency) (cf. 5111.2 - Nonresident Foreign Students)
19. Adult education books, materials, and classes as specified in law (Education Code 52612, 60410) (cf. 6200 - Adult Education)

FEES AND CHARGES**B. GENERAL (continued)**

20. Child care and development services (Education Code 8263) (cf. 5148 - Child Care and Development)

21. Parking on school grounds (Vehicle Code 21113)

Additional information is included in the attached guidelines for Permissible Student Fees.

C. FORMS USED AND ADDITIONAL REFERENCES

~~Travel claims, purchase requisitions, purchase orders, vendor contracts, insurance forms and applications.~~

Various

Application for Bus Transportation (see BP & AR 3250)

Student Body Fee Application Form

D. PROCEDURE

~~Procedures vary as per Finance and Purchasing guidelines, using appropriate department operating procedures.~~

1. Exemption from Permissible Fees:

Eligibility for exemption from permissible fees shall be based on the income eligibility scales used for the free and reduced-price lunch program and/or proof of receipt of Temporary Assistance to Needy Families (TANF). Designated School District officials may require proof of income to support the claim for eligibility.

All applications and records related to eligibility for exemption shall be confidential and open only for purposes directly connected with charging permissible student fees.

Students granted exemption from permissible student fees shall not be identified by the use of special passes, tickets, lines, seats or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted or announced in any manner or used for any other purpose than for eligibility for exemption from permissible fees.

Recipients of Aid for Families with Dependent Children may apply for exemption from permissible student fees by showing their monthly Medi-Cal or other subsidized insurance card rather than completing an application form.

2. Fee Schedule:

Unless exempted, the parents/guardians of students shall be charged permissible fees in accordance with Board-approved schedules.

Fees may be paid at applicable schools or offices. No money will be collected on school buses.

FEES AND CHARGES

E. REPORTS REQUIRED

~~Monthly reports to the Board for purchase orders issued and payments made.~~

None.

F. RECORD RETENTION

~~Financial Services~~

Documentation provided as proof of income to support the claim for eligibility shall be shredded and destroyed once eligibility has been determined or denied.

G. RESPONSIBLE ADMINISTRATIVE UNIT

~~Business Services~~

Various

H. APPROVED BY

Assistant Superintendent for Business Services

TUSD Adopted: ~~5/9/06~~ 8/23/11?

Tracy Unified School District Permissable Student Fees

August 23, 2011

Contents

Overview.....	page #
General Rules.....	page #
Permissible Student Charges and Fees.....	page #
Impermissible Fees and Charges.....	page #

Overview

This manual provides general guidelines and procedures regarding permissible and impermissible student fees, charges, and donations, as well as organizing fundraisers.

The California Constitution¹ provides for a free school system. Since 1874, the California Supreme Court has interpreted this to mean that this entitles students to be educated at public expense². The resultant free school guarantee specifies that “A pupil enrolled in a school shall not be required to pay any fee, deposit, or other charge not specifically authorized by law³.” School districts may thus not levy students any fee, charge, or deposit for curricular, extracurricular, credit, or non-credit activities that are part of the District or a school site’s educational program⁴.

To determine if a fee may be charged, a simple test may be applied. “It should be determined whether a fee for a particular item is specifically authorized by statute. If not, it should be determined whether a particular item is required by law to be furnished free or whether it comes under the category of ‘necessary supplies.’ If it does, then the district must furnish the item without charge” (California Department of Education, FISCAL MANAGEMENT ADVISORY 97-02, SUBJECT: Fees, Deposits, and Other Charges at page 5 (October 30, 1997)). There are specific statutes in the Education Code and other laws which identify definite circumstances when fees and charges are permissible. Those specific situations are included in this manual.

Nothing in the law prohibits voluntary donations, contributions, and fundraising by students and their families to support District and school site programs, so long as monetary donations, contributions, and fundraising activities are not made mandatory for students and their families and there are no conditions placed upon the donation.

Charges by private businesses to students for services that are not integral parts of the District or a school site’s educational program are permissible, even if facilitated by the District or school site (e.g., school pictures or sports pictures).

To help our families and community understand how they can best support the programs their children are participating in, clear communication is critical. Should you have questions regarding student fees, charges, donations, or fundraisers, contact your child’s site principal or the Business Services Department at 830-3230.

¹ California Constitution, Article IX, Section 5.

² Wade v. Flood, 48 Cal. 36 at 51 (1874)

³ California Code of Regulations, Title 5, Section 350.

⁴ Ops. Cal. Atty. Gen., No. NS-4114 (1942) & NS-5031 (1943)

General Rules

Rule	Authority
The free school guarantee under the California Constitution prohibits charging students any fee, charge or deposit for curricular, extracurricular, credit, or non-credit activities that are part of the District's or a school site's educational program.	<ul style="list-style-type: none"> • California Constitution, Article 9, § 5 • Hartzell v. Connell⁵ (1984) 35 Cal. 3d 899 • California Code of Regulations, Title 5, § 350
Fees and charges are permissible where specifically authorized by the Education Code.	<ul style="list-style-type: none"> • California Code of Regulations, Title 5, § 350
Voluntary donations, contributions, and fundraising by students and their families to support District and school site programs are always permissible, so long as donations, contributions, and fundraising activities are not made mandatory for students and their families.	<ul style="list-style-type: none"> • Ed. Code, §§ 41032, 41037 • Ed. Code, § 35160 et seq. • Ed. Code, §§ 51520, 51521 • 81 Ops. Cal. Atty. Gen. 153 (1998)
Charges by private businesses to students for services that are not integral parts of the District or school site's educational program are permissible, even if facilitated by the District or school site (e.g., school pictures or sports pictures).	<ul style="list-style-type: none"> • California Constitution, Article 9, § 5 • Hartzell v. Connell (1984) 35 Cal. 3d 899

⁵ In the landmark case of Hartzell v. Connell (35 Cal. 3d 899, (1984)), the California Supreme Court held that fees may not be charged for "educational activities," even when such were considered "extra-curricular." The court found that the imposition of fees for educational activities offered by public high school districts violates the free school guarantee of the California Constitution (California Code of Regulations, Title 5, Section 350). Both of these are "laws" within the meaning of the "permissive Education Code" (EC§ 35160) which allows school districts to carry on any activity or act in any manner "which is not in conflict with or inconsistent with, or preempted by, any law...."

The court decided that extracurricular activities were "an integral component of public education" and therefore fees could not be charged for extracurricular activities such as drama, cheerleading, singing, and athletics. Moreover, the court stated, "The constitutional defect in such fees can neither be corrected by providing waivers to indigent students nor justified by pleading financial hardship" (Hartzell v. Connell, 35 Cal. 3d 899, (1984)).

Exception: The court did state that fees may be charged for purely "recreational" activities, such as attending school dances. But note that even recreational activities may have an educational character in some circumstances.

Permissible Student Charges and Fees

Permissible Charge	Authority
Fabrication-Purchase Fees	<p>Education Code § 17551</p> <p>(Students may be charged a fabrication purchase fee for the direct costs in purchasing a project/property fabricated in a class such as a bookcase in woodshop. The charge is limited to the direct costs for the project. Absent purchase of the project for its direct costs, the school site may keep the project as its own personal property. Distinct from a fabrication/purchase fee for direct costs, up front general fees for supplies are <i>not</i> permissible.)</p>
Charge for damaged school property of failure to return school property on loan to student	<p>Education Code § 48904, subd. (b)(1) (“Any school district ...whose real or personal property has been <i>willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee of the district...</i>authorized to make the demand may, after affording the pupil his or her due process rights, <i>withhold the grades, diploma, and transcripts of the pupil responsible for the damage</i> until the pupil or the pupil’s parent or guardian has paid for the damages thereto, as provided in subdivision (a).”).</p>
Science Camp Fees	<p>Education Code §§ 35335 and 8760</p> <p>(While the Education Code allows for this fee, it cannot be mandatory, and a student cannot be denied the opportunity to participate in science camp for nonpayment of the fee.)</p>

Permissible Student Charges and Fees (cont.)

<p>Transportation Fees for transporting students to and from school⁶, or between school and occupational training courses</p>	<p>In <i>Arcadia Unified School District v. State Dept. of Ed.</i> (1992) 2 Cal. 4th 251, the California Supreme Court held that the free school guarantee applies only to “educational activities” and, as a result, transportation fees under Education Code section 38907.5 were permissible.</p> <p>(The fee shall not be greater than the statewide average non-subsidized cost of providing this transportation to a student on a publicly owned or operated transit system, and no fee shall be charged indigent or handicapped children).</p>
<p>Field Trip Transportation Fees⁷ and Extra-Curricular Activities</p>	<p>Education Code § 35330</p> <p>(Although the Education Code allows for the charge of a fee for the direct transportation costs for field trips, <i>students cannot be denied the opportunity to participate in the field trip for failure to pay the fee.</i>)</p>

⁶ Transportation to and from school has been held by California Supreme Court as “non-educational.” The court said, “Although in *Hartzell* we adopted a broad understanding of what activities are protected as educational, we did not extend that expansive understanding of the free school clause beyond the realm of educational activities to noneducational supplemental services. Transportation is simply not an educational activity. It is not protected by the reasoning of *Hartzell*” (*Arcadia Unified School District v. State Department of Education*, 2 Cal. 4th 251 at 262-263 (1992)).

⁷ Notwithstanding *Arcadia*, it is the legal opinion of the California Department of Education that school districts may not charge students a fee for transportation to and from extra-curricular activities. The Department believes “Transportation to and from after-school/extra-curricular activities is an integral part of some extra-curricular activities. If participation in an extra-curricular activity requires transportation and if the school district provides the transportation, it may not charge for such transportation.

However, the opinion also notes that if transportation to and from extra-curricular activities is purely for transportation purposes, and is not truly a part of the extra-curricular activity itself, then it is constitutionally possible to charge fees for that transportation. For example, if riding the school bus to an extra-curricular activity is voluntary and not mandatory, and students can use their own methods of transportation to attend the activity, it would appear that a fee for riding the school bus may be charged.

Fees for field trips and excursions. The field trip statute implies that school districts may charge for “field trips and excursions in connection with courses of instruction or school-related social, educational, cultural, athletic, or school band activities,” (EC§ 35330) provided that “No pupil shall be prevented from making the field trip or excursion because of a lack of sufficient funds. To this end, the governing board shall coordinate efforts of community services groups to supply funds for pupils in need of them” (EC§ 35330).

Moreover, the statute specifies: “No group shall be authorized to take a field trip or excursion authorized by this section if any pupil who is a member of such an identifiable group will be excluded from participation in the field trip or excursion because of lack of sufficient funds” (EC§ 35330).

Permissible Student Charges and Fees (cont.)

Transportation Fees for transporting students to and from their places of employment during the summer in connection with any summer employment program for youth.	Ed. Code, § 39837 ("The governing board of any school district may use and operate any bus owned or under lease to the district for the transportation of pupils to and from their places of employment during the summer in connection with any summer employment program for youth. The governing board shall require the payment of a reasonable charge for transportation so furnished....")
Parking Fees	Consistent with the ruling in Arcadia Unified School District v, State Dept. of Ed. (1992) 2 Cal. 4 th 251, and transportation fees under Education Code section 39807.5, Vehicle Code section 21113 gives the District authority to limit and impose conditions on parking on school grounds, and parking on school grounds is not an educational activity. Therefore, high schools may impose a reasonable parking fee.
Insurance for Athletic Team Members	Ed. Code, § 32221 (If a member of the team is financially unable to pay the cost of insurance, the district must cover the cost.)
Insurance for Medical or Hospital Service for students participating in excursions and field trips	Ed. Code, §§ 35330, subd. (b)(1), 35331 (No student may be prevented from making the excursion or field trip because of lack of sufficient funds.)
Student Fingerprinting Program	Ed. Code, § 32390 (The fee shall be calculated to reimburse the district only for the actual costs of the fingerprinting program.)
Deposits for school band instruments, music, uniforms, and other regalia that the band members take with them on excursions to foreign countries	Ed. Code, § 38120 (As described below in Impermissible Fees, such a fee or deposit is not permitted for band instruments, music, uniforms, and other regalia when not for the specific use on excursions to foreign countries.)

Permissible Student Charges and Fees (cont.)

Fees for Community Service Classes	Ed. Code, § 51815 (The fees may not exceed the cost of maintaining such classes.)
Eye Safety Devices	Ed. Code, § 32033 (“eye protective devices may be sold to the pupils and teachers...at a price that shall not exceed the actual cost of the eye protective devices to the school or governing board.”)
Copies of Public Record	Gov. Code, § 6253 (The charge is limited to the direct costs of duplication.)
School Curriculum Prospectus	Ed. Code, § 49091.14 (“When requested, the prospectus shall be reproduced and made available. School officials may charge for the prospectus an amount not to exceed the cost of duplication.”)
Food Sold at School	Ed. Code, § 38084 (This is limited by and subject to free and reduced price meal program eligibility and other restrictions specified in law.)
Tuition for students whose parents are actual and legal residents of any adjacent state or adjacent foreign country	Ed. Code, §§ 48050, 48052, 52613 8 U.S.C. § 1184
Childcare and Development Services	Ed. Code, § 8263, subd. (g)(1)
Yearbooks	The sale of yearbooks is an ASB fundraising activity, and possession of a yearbook is not an integral part of the educational process.
Adult Education Classes, Books, and Materials, as specified in law	Ed. Code, §§ 52612, 60410 (There exist limitations to such fees and charges under Education Code section 52612, which are discussed below under Impermissible Fees.)

Permissible Student Charges and Fees (cont.)

<p>Certain Adult Education Instruction for Nonimmigrant Aliens</p>	<p>Ed. Code, § 52613 (If the District offers “classes for adults that issues a Certificate of Eligibility for Nonimmigrant (F-1) Student Status – For Academic and Language Students, Form I-20AB, or completes Form I-20AB for a nonimmigrant alien, for the purposes of enrolling the nonimmigrant alien in a class in English and citizenship for foreigners or a class in an elementary subject, shall charge the nonimmigrant alien a fee to cover the full costs of instruction, but in no case shall the fee exceed the actual cost of the instruction...”)</p>
<p>Physical Education Uniforms⁸</p>	<p>Ed. Code, § 49066 CDE Fiscal Management Advisory 97-02 (“CDE Fiscal Advisory”)</p> <p>(The design and color must be of a type sold for general wear outside school, and the student’s grade may not be adversely affected due to the fact that the student does not wear the uniform arises from circumstances beyond the student’s control.)</p>
<p>Workbooks or other instructional packets, if such materials are also available free of costs, under specific conditions</p>	<p>So long as workbooks and the instructional materials are provided free of costs, the District may impose a direct costs fee for the voluntary purchase of the workbook or instructional materials. The materials must be made available free of costs to students who do not wish to purchase them, and actual ownership of the materials cannot be required to success or completion of the curriculum (e.g., students cannot be required to turn in assignments taken directly from a workbook or expend funds to copy the workbook materials on loan in order to turn in the assignment.)</p>

⁸ Although grades are normally determined by the teacher, “No grade of a pupil participating in a physical education class, however, may be adversely affected due to the fact that the pupil does not wear standardized physical education apparel when the failure to wear such apparel arises from circumstances beyond the control of the pupil” (EC§ 49066). The latter circumstances may include a lack of funds, or merely an unwillingness by the family to pay for specialized apparel. Furthermore, school districts “shall provide for the annual cleaning, sterilizing, and necessary repair of football equipment” (EC§§ 17578 & 17579). School districts may, however, provide for the required annual cleaning and repair of athletic uniforms without using school funds when donations are voluntarily given to cover such expenses. The attorney general stresses that “The ‘voluntariness’ of the donation is the critical factor...otherwise the district would have the duty to pay for these expenses” 81 Ops. Cal. Atty. Gen. 153 at 155-156 (1998).

Impermissible Student Charges and Fees

Impermissible Charge	Authority/Explanation
Instructional Materials ⁹	Ed. Code, § 60070 (“No school official shall require any pupil...to purchase any instructional material for the pupil’s use in the school.”)
Necessary School Supplies ¹⁰	Ed. Code, § 38118 (“Writing and drawing paper, pens, inks...crayons, lead pencils, and other necessary supplies for the use of the schools, <i>shall be furnished</i> under direction of the governing board of the school district.”)
Band Instruments, band and choir uniforms	Ed. Code, § 38111 (There is an exception to this rule discussed above in Permissible Fees for purposes of excursions to foreign countries.)
Participation in any District or school site athletic or other extracurricular offering such as band, choir, or drama	<ul style="list-style-type: none"> • California Constitution, Article 9, § 5 • Hartzell v. Connell (1984) 35 Cal. 3d 899 • California Code of Regulations, Title 5, § 350
Student body membership fees as a condition for enrollment or participation in curricular or extracurricular activities sponsored by the school	<ul style="list-style-type: none"> • Hartzell v. Connell (1984) 35 Cal. 3d 899 • California Code of Regulations, Title 5, § 350 • CDE Fiscal Advisory

⁹ “No school official shall require any pupil, except pupils in classes for adults to purchase any instructional material for the pupil’s use in the school” (EC§ 60070). “Instructional materials” include “all materials that are designed for use by pupils and their teachers as a learning resource and help pupils to acquire facts, skills, or opinions or to develop cognitive processes. Instructional materials may be printed or non-printed, and may include textbooks, technology-based materials, other educational materials, and tests” (EC§ 60010). If an instrumental music program is offered, clearly musical instruments would be included as instructional materials which must be provided without charge.

¹⁰ California law (EC§ 38118) provides “Writing and drawing paper, pens, inks, blackboards, blackboard erasers, crayons, lead pencils, and other necessary supplies for the use of the schools, shall be furnished under direction of the governing boards of the school districts.” Based on this section, the Attorney General (39 Ops. Cal. Atty. Gen. 136, 1962) has concluded that materials for art classes, wood for carpentry classes, gym suits and shoes for physical education classes, and bluebooks necessary for examinations must be furnished by school districts without charge as “necessary supplies.” Such supplies “appear to be supplies that must be available to students in order to participate in regular classroom work in the particular subjects involved.” The State Department of Education supports this view (Fiscal Management Advisory 87-03, dated September 11, 1987 and Fiscal Management Advisory 97-02 dated October 30, 1997). In addition, if the school is required to furnish necessary supplies, it is also responsible for regular upkeep and maintenance of those supplies. Attempts to impose an unconditional obligation on pupils to maintain and repair school district equipment is too broad. However, a pupil may be charged for damage of personal property loaned to a pupil when he or she “willfully cuts, defaces, or otherwise injures” the property as a result of pupil misconduct (EC § 48904). This law allows the district to impose requirements for proper care and usage, and consequent liability for mishandling, but not liability where damage may result from normal wear and tear, or from an intervening cause or third party. For example, a student may be held liable where damage results from mishandling of the equipment due to failure to follow proper operating or storage procedures, but not simply because parts wear out, an annual cleaning is needed, or because the property is destroyed in a catastrophic accident (such as a house fire or automobile accident).

Impermissible Student Charges and Fees

Admission to an exhibit, fair, theater, or similar activity for instruction or extracurricular purposes when a visit to such places is part of the District's educational program	<ul style="list-style-type: none"> • California Constitution, Article 9, § 5 • Hartzell v. Connell (1984) 35 Cal. 3d 899 • California Code of Regulations, Title 5, § 350 • CDE Fiscal Advisory
Any class or course of instruction, including summer or vacation school, examination fees, late registration or program change fees, a fee for a diploma or certificate, or a lodging fee	<ul style="list-style-type: none"> • Hartzell v. Connell (1984) 35 Cal. 3d 899 • California Code of Regulations, Title 5, § 350 • CDE Fiscal Advisory
CAHSEE Intensive Instruction and Services	<ul style="list-style-type: none"> • California Constitution, Article 9, § 5 • Hartzell v. Connell (1984) 35 Cal. 3d 899 • California Code of Regulations, Title 5, § 350 • Ed. Code, § 37254 <p>(The bar for fees charged for this purpose applies whether the District provides such instruction or services through its secondary or adult education programs.)</p>
Tests, passage of which will result in high school credits, even if the class and course work proceeding test are provided for free	<ul style="list-style-type: none"> • California Constitution, Article 9, § 5 • Hartzell v. Connell (1984) 35 Cal. 3d 899 • California Code of Regulations, Title 5, § 350 • CDE Fiscal Advisory
Adults taking classes for high school credit, and who have not obtained a high school diploma	<ul style="list-style-type: none"> • Ed. Code, § 52612 ("No fee charge shall be made for a class designated by the governing board as a class for which high school credit is granted when the class is taken by a person who does not hold a high school diploma....") <p>(This includes adults returning to school after dropping out if they have not obtained a high school diploma and are taking the class for high school credit.)</p>
Adult education classes in English and citizenship for foreigners or a class in an elementary subject	<ul style="list-style-type: none"> • Ed. Code, § 52612 <p>(There is a small exception to this limitation under Education Code section 51613, which is discussed above under Permissible Fees.)</p>

Impermissible Student Charges and Fees (cont.)

Unless specifically authorized and stated by the Legislature, the grant of flexibility in the use and spending of categorical funding, for example for adult education, does not affect the free school guarantee requirements and bar to non-statutory student fees and charges described herein.

- California Constitution, Article 9, § 5
- Hartzell v. Connell (1984) 35 Cal. 3d 899
- California Code of Regulations, Title 5, § 350



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: July 29, 2011
SUBJECT: Adopt Resolution No. 11-01 Accepting the Abandonment of a West Side Irrigation District Easements and Conveying Easements to the West Side Irrigation District Adjacent to Kimball High School

BACKGROUND: In order for the school district to dedicate the street west of Kimball High School (the eastern portion of Lammers Road) to the City of Tracy, the school district must first convey and abandon West Side Irrigation District (WSID) easements.

The West Side Irrigation District (WSID) owns irrigation easements located within the Kimball property; and, the District owns property on the western boundary of the Kimball property adjacent to Lammers Road sufficient to provide 6 cfs flows of irrigation water to the property north of the Kimball High School. It is the desire of the school district and WSID to abandon the current WSID easements of approximately 75,467 square feet and provide easements of approximately 34,185 square feet so that WSID may continue to provide irrigation water to properties north of Kimball High School.

As agreed in property discussions in 2007, TUSD will pay half the purchase price value for the difference in Abandonment Easement No. 1 and Proposed Easement No. 1 and Proposed Easement No. 2, approximately \$31,055.04 for the exchange of the northern and east/west easements (approximately .54 acres); however, no compensation shall be paid on the exchange of southern easements. During the construction of Kimball High School, the district completed WSID pipeline and ditch installations in order to continue WSID irrigation flows to the northern boundary of the Kimball property as agreed in property discussions. TUSD will separately convey title to WSID for the existing Irrigation Facilities that were constructed by the District within the Proposed WSID Easements.

RATIONALE: Education Code Sections 17556-17561 authorize the conveyance of real property. Once Board approval is received for the conveyance and abandonment of easements, the Grant Deed and Quitclaim Deed will be duly executed.

FUNDING: Developer/Mitigation Fees and the State School Building Program Funds

RECOMMENDATION: Adopt Resolution No. 11-01 Accepting the Abandonment of a West Side Irrigation District Easements and Conveying Easements to the West Side Irrigation District Adjacent to Kimball High School

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-01
A RESOLUTION ACCEPTING THE ABANDONMENT OF A
WEST SIDE IRRIGATION DISTRICT EASEMENT AND
CONVEYING EASEMENTS TO THE WEST SIDE IRRIGATION DISTRICT
ADJACENT TO KIMBALL HIGH SCHOOL**

WHEREAS, the Tracy Unified School District ("District") owns the real property upon which the District's Kimball High School is located ("Kimball Property"), within the County of San Joaquin, State of California;

WHEREAS, the West Side Irrigation District ("WSID") owns an irrigation easement, as legally described and depicted on the attached Exhibit A-4 ("Proposed Abandonment Easement No. 1"), running east to west and located within the Kimball Property and comprising approximately 43,704 square feet;

WHEREAS, the WSID owns an irrigation easement, as legally described and depicted on the attached Exhibit A-5 ("Proposed Abandonment Easement No. 2"), located on the western boundary of the Kimball Property, adjacent to the Lammers Road and comprising approximately 24,843 square feet;

WHEREAS, the WSID owns an irrigation easement, as legally described and depicted on the attached Exhibit A-6 ("Proposed Abandonment Easement No. 3"), located on the western boundary of the Kimball Property, adjacent to the Lammers Road and comprising approximately 1,920 square feet;

WHEREAS, the WSID owns an irrigation easement, as legally described and depicted on the attached Exhibit A-8 ("Proposed Abandonment Easement No. 4"), located on the western boundary of the Kimball Property, adjacent to the Lammers Road and comprising approximately 5,000 square feet;

WHEREAS, it is the intent of the WSID to abandon and release all interest in the Proposed Abandonment Easement No. 1, Proposed Abandonment Easement No. 2, Proposed Abandonment Easement No. 3 and Proposed Abandonment Easement No. 4 through execution of a Quitclaim Deed, attached hereto as Exhibit B;

WHEREAS, WSID's board is taking action to approve the Quitclaim Deed in part in exchange for the District transferring to WSID title to irrigation facilities that have been constructed by the District which to provide irrigation water to the property north of the Kimball Property, as identified in Exhibit D hereto ("Irrigation Facilities");

WHEREAS, WSID's board is further taking action to approve the Quitclaim Deed pursuant to the District paying 50 percent of the purchase price of the difference between the Proposed Abandonment Easement No. 1 and the WSID Easements No. 1 and Easement No. 2, which is approximately 23,321 square feet or .54 acres;

WHEREAS, the District shall not incur costs or pay fees for WSID's abandonment of the Proposed Abandonment Easement No. 2, Proposed Abandonment Easement No. 3 and Proposed Abandonment Easement No. 4;

WHEREAS, on the western boundary of the Kimball Property, adjacent to Lammers Road, is property owned by the District and sufficient to accommodate a proposed easement area for irrigation facilities comprising approximately 2,000 square feet, as legally described and depicted on the attached Exhibit A-1 ("Proposed WSID Easement No. 1");

WHEREAS, located on the western boundary of the Kimball Property, adjacent to Lammers Road, is property sufficient to accommodate an irrigation/pipeline easement held as legally described and depicted on the attached Exhibit A-2 ("Proposed WSID Easement No. 2") and comprising approximately 18,383 square feet;

WHEREAS, on the western boundary of the Kimball Property, adjacent to Lammers Road, is property owned by the District and sufficient to accommodate a proposed 20 foot wide easement area for irrigation facilities comprising approximately 10,422 square feet, as legally described and depicted on the attached Exhibit A-3 ("Proposed WSID Easement No. 3");

WHEREAS, on the western boundary of the Kimball Property, adjacent to Lammers Road, is property owned by the District and sufficient to accommodate a proposed 20 foot wide easement area for irrigation facilities comprising approximately 3,380 square feet, as legally described and depicted on the attached Exhibit A-7 ("Proposed WSID Easement No. 4");

WHEREAS, Proposed WSID Easement No. 1, Proposed WSID Easement No. 2, Proposed Easement No. 3 and Proposed Easement No. 4 ("Proposed WSID Easements") constitute one complete continuous easement along the western edge of the Kimball Property, adjacent to Lammers Road;

WHEREAS, it is the intent of the District to grant the Proposed WSID Easements by way of Grant of Easement, attached hereto as Exhibit C;

WHEREAS, it is the further intent of the District to separately convey title to WSID for the existing Irrigation Facilities that were constructed by the District within the Proposed WSID Easements, for WSID to have and to hold so long as the Proposed WSID Easements are in full force and effect; and

WHEREAS, it is the intent of the WSID to further abandon any property interest at Kimball Property not otherwise expressly authorized in the Proposed WSID Easements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Tracy Unified School District, as follows:

1. Recitals. The Board finds and determines that the above recitals are true and correct.

2. Abandonment. The Board hereby provides its final authorization for approval of the Quitclaim Deed, providing for the abandonment and release of WSID's interest in the Proposed Abandonment Easement No. 1, Proposed Abandonment Easement No. 2, Proposed Abandonment Easement No. 3 and Proposed Abandonment Easement No. 4 as described in Exhibit A-4, Exhibit A-5, Exhibit A-6 and Exhibit A-8, in substantially similar form as the attached Exhibit B.

3. Conveyance of Proposed WSID Easement No. 1, Proposed WSID Easement No. 2, Proposed WSID Easement No. 3, Proposed WSID Easement No. 4, and Title to the Irrigation Facilities. The Board hereby provides its final authorization for approval of the Grant of Easement, providing WSID with non-exclusive property rights for access and maintenance purposes of the Proposed WSID Easements as described in Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-7, in substantially similar form as the attached Exhibit C, along with title to the Irrigation Facilities.

4. Payment to WSID.

a. The District will pay to WSID, the difference in value between the Proposed Abandonment Easement No. 1 to be conveyed to the District, and the Proposed WSID Easements No. 1 and Proposed WSID Easement No. 2 to be conveyed to WSID, that is anticipated to be a difference of approximately 23,321 feet of property to be exchanged.

b. The District agrees to pay to WSID, the rate of fifty (50) percent of the purchase price for the Proposed WSID Easement No. 1 and Easement No. 2 as determined in San Joaquin County Superior Court Case No. CV032725 and No. CV032726. Such purchase price will be determined prior to such payment being made by the District to WSID.

c. The District will not incur costs or pay any fees for WSID's abandonment of Proposed Abandonment Easement No. 2, Proposed Abandonment No. 3 and Proposed Abandonment Easement No. 4.

d. The District also agrees to reimburse WSID for reasonable legal fees and engineering costs incurred by WSID in connection with the engineering work necessary to complete the transactions described herein. Such engineering work shall be that work relating to document preparation and review, review of plans and maps, and on-site inspections for the property. In no event however, shall such reimbursement exceed \$3,000.00.

5. Additional Authorization. The Board authorizes and directs the Superintendent, or his authorized signatory, to execute such documents, and to take all

actions necessary to carry out the purposes and intent of this Resolution as specified above.

APPROVED, PASSED AND ADOPTED this 9th day of August, 2011 by the Board of Trustees of the Tracy Unified School District, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Trustees

ATTEST:

Clerk of the Board of Trustees

EXHIBIT A-1

Proposed WSID Easement No. 1

EXHIBIT "A-1"
LEGAL DESCRIPTION
IRRIGATION EASEMENT

Being a portion of Government Lot 2 in the South 1/2 of Section 30, Township 2 South, Range 5 East, M.D.B.&M. as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin, and also being a portion of that certain property as described in that certain Deed recorded in Document No. 2007-179968, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the southerly line of Parcel 2 of that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County; thence along said southerly line, South 89° 37'44" East, 64.00 feet to the **POINT OF BEGINNING**; thence, along said Southerly line South 89°37'44" East 20.00 feet; thence leaving said southerly line, South 00°26'39" West 100.00 feet to a point on the southerly line of that parcel described in said Document No. 2007-179968; thence along the southerly line of said parcel, North 89°37'44" West 20.00 feet; thence leaving said southerly line, North 00°26'39" East 100.00 feet to POINT OF BEGINNING.

Containing 2,000 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-1", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376

Date 06-08-11



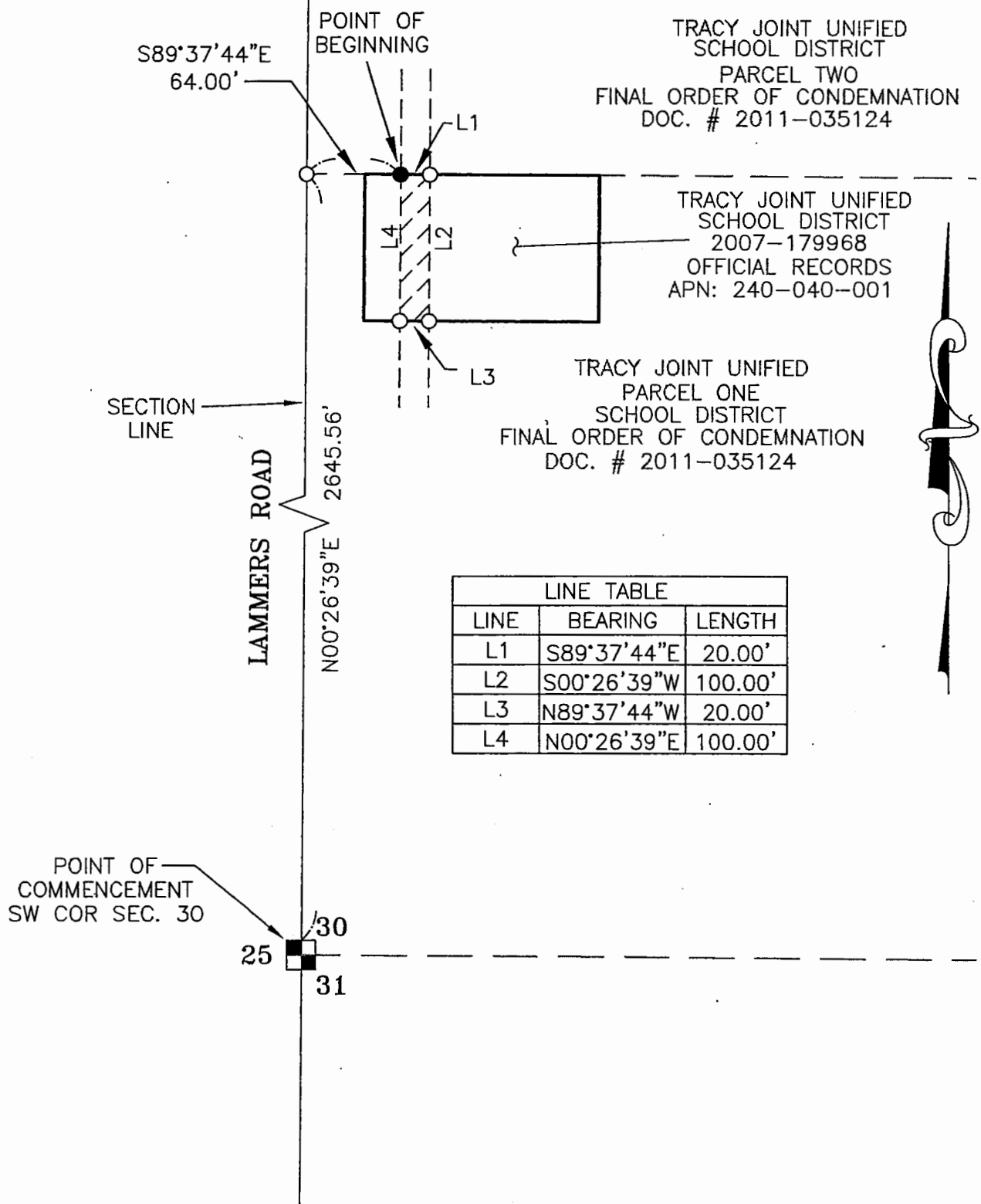


EXHIBIT "B-1"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 100'

REVISED:

JOB NO. 0544

EXHIBIT A-2

Proposed WSID Easement No. 2

EXHIBIT "A-2"
LEGAL DESCRIPTION
IRRIGATION EASEMENT

Being a portion of Government Lot 3 in the Northwest 1/4 of Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel Two as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the southwest corner of said Parcel Two, being a point on the southerly line of the 30 foot wide West Side Irrigation District easement called out as Parcel A, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County; thence along said southerly line, South 89° 37'44" East, 64.00 feet to the **POINT OF BEGINNING**; thence, leaving said southerly line the following eleven (11) courses: (1) North 00°26'39" West 418.78 feet; (2) North 06°08'12" East 40.33 feet; (3) North 00°26'39" East 267.27 feet; (4) North 89°47'44" East 75.84 feet; (5) North 01°18'46" West 116.85 feet; (6) South 89°33'18" East 20.01 feet; (7) South 01°18'46" East 136.36 feet; (8) South 89°28'38" West 76.46 feet; (9) South 00°26'39" West 248.33 feet; (10) South 06°08'12" West 40.33 feet; and (11) South 00°26'39" West 417.74 feet to a point located in said southerly line of the West Side Irrigation District easement; thence along said southerly line North 89°37'44" West 20.00 feet to the **POINT OF BEGINNING**.

Containing 18,383 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-2", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino

Richard A. Marino L.S. 6376

Date 06-08-11



LAMMERS ROAD

LINE TABLE		
LINE	BEARING	LENGTH
L1	N06°08'12"E	40.33'
L2	N00°26'39"E	267.27'
L3	N89°47'44"E	75.84'
L4	N01°18'46"W	116.85'
L5	S89°33'18"E	20.01'
L6	S01°18'46"E	136.36'
L7	S89°28'38"W	76.46'
L8	S00°26'39"W	248.33'
L9	S06°08'12"W	40.33'
L10	N89°37'44"W	20.00'

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL TWO
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

POINT OF
COMMENCEMENT
SW COR SEC. 30

S89°37'44"E
64.00'
SECTION
LINE

POINT OF
BEGINNING
TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

TRACY JOINT UNIFIED
SCHOOL DISTRICT
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

EXHIBIT "B-2"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: BT

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT A-3

Proposed WSID Easement No. 3

EXHIBIT "A-3"
LEGAL DESCRIPTION
IRRIGATION EASEMENT

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel One as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North $00^{\circ} 26' 39''$ East, 2645.56 feet to the northwest corner of said Parcel One, being a point on the southerly line of the 30 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County; thence along said southerly line, South $89^{\circ} 37' 44''$ East, 64.00 feet; thence South $00^{\circ} 26' 39''$ West 100.00 feet to a point on the southerly line of that certain parcel described in Document No. 2007-179968, Official Records of San Joaquin County and the **POINT OF BEGINNING**; thence, along said southerly line South $89^{\circ} 37' 44''$ East 20.00 feet; thence, leaving said southerly line South $00^{\circ} 26' 39''$ West 521.07 feet to a point located on the south line of said Parcel One; thence, along said south line North $89^{\circ} 39' 51''$ West 20.00 feet; thence North $00^{\circ} 26' 39''$ East 521.08 feet to the POINT OF BEGINNING.

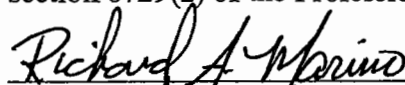
Containing 10,422 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North $00^{\circ} 26' 39''$ East.

See Exhibit "B-3", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.


Richard A. Marino L.S. 6376

Date 06-08-11



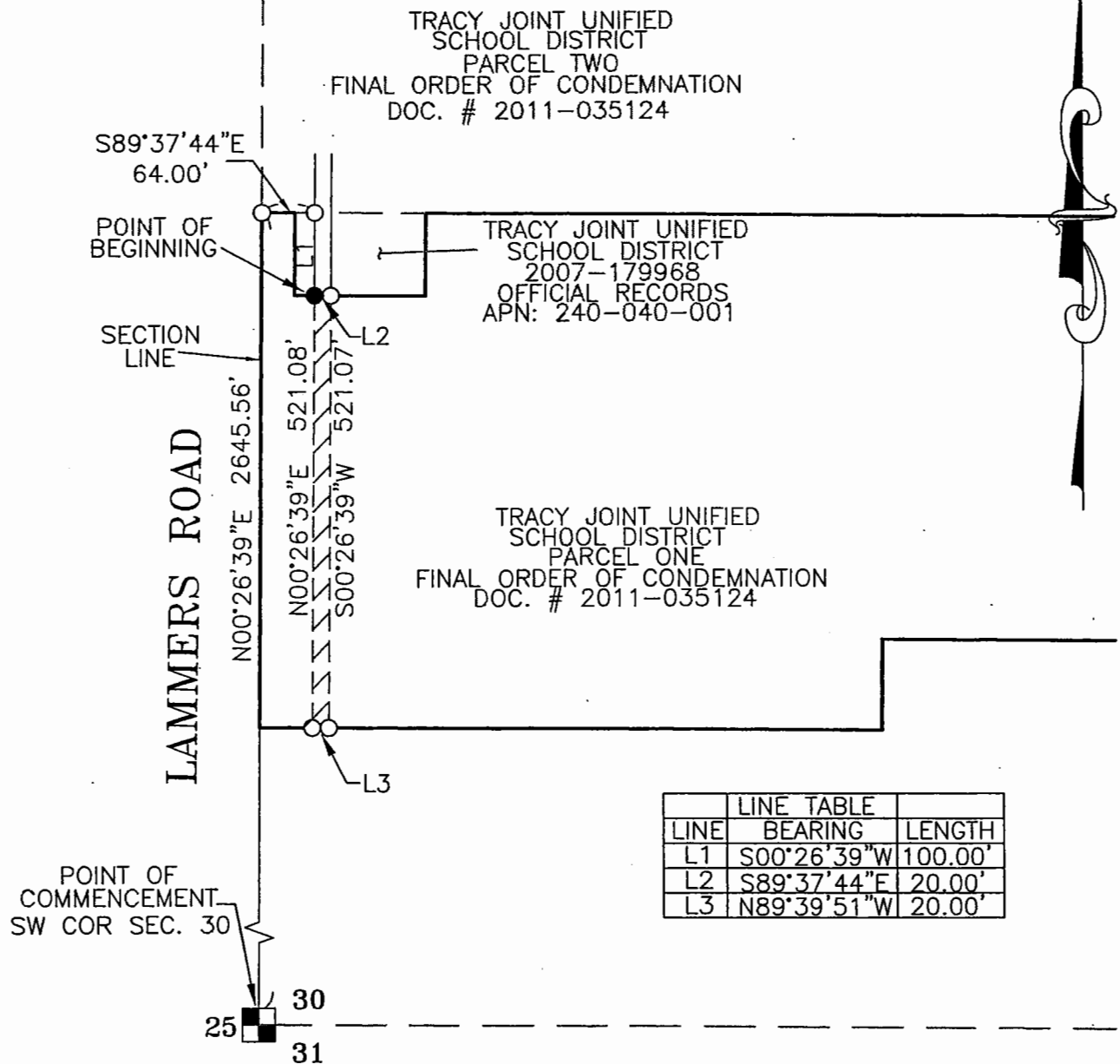


EXHIBIT "B-3"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT A-4

Proposed Abandonment Easement No. 1

EXHIBIT "A-4"
LEGAL DESCRIPTION
IRRIGATION EASEMENT ABANDONMENT

Being a portion of Government Lot 3 in the Northwest 1/4 of Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel Two as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the southwest corner of said Parcel Two, also being a point on the southerly line of the 30 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County; thence along said southerly line, South 89° 37'44" East, 64.00 feet to the **POINT OF BEGINNING**; thence, continuing along said southerly line South 89°37'44" East 1456.84 feet to the East line of said Parcel Two; thence leaving said southerly line North 00°20'09" East 30.00 feet to a point on the northerly line of said West Side Irrigation District easement; thence along said northerly line North 89°37'44" West 1456.78 feet; thence, leaving said northerly line South 00°20'09" West 30.00 feet to the **POINT OF BEGINNING**.

Containing 43,704 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376

Date 06-08-11



LAMMERS ROAD

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL TWO
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

SECTION
LINE

S89°37'44"E
64.00'

N00°26'39"E
2645.56'

L2

POINT OF
BEGINNING

TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL ONE
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

PORTION OF
30' WIDE WSID
EASEMENT PER
666 OR 11
BEING ABANDONED

S89°37'44"E

1456.78'

N89°37'44"W

1456.84'

2458.77'

N00°20'09"E

TRACT NO. 3108
PRESIDIO PUD
UNIT NO. 2A
36 PM 34

TRACT NO. 3109
PRESIDIO PUD
UNIT NO. 2B
37 PM 20

L1

SEC.
25

SEC.
30

SEC.
31

POINT OF
COMMENCEMENT
SW COR SEC. 30

SECTION
LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°20'09"E	30.00'
L2	S00°26'39"W	30.00'

EXHIBIT "B-4"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 300'

REVISED:

JOB NO. 0544

EXHIBIT A-5

Proposed Abandonment Easement No. 2

EXHIBIT "A-5"
LEGAL DESCRIPTION
IRRIGATION EASEMENT ABANDONMENT

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B. &M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, also being a portion of Parcel One as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, and also being a portion of the 40 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East 2024.46 feet to the southwest corner of said Condemnation Parcel One and the **POINT OF BEGINNING**; thence, continuing along said Section line North 00° 26'39" East 621.10 feet to the northwest corner of said Condemnation Parcel One; thence, along the northerly line of said Condemnation Parcel South 89° 37'44" East, 40.00 feet; thence South 00°26'39" East 601.08 feet to a point on the south line of said Condemnation Parcel One; thence North 89°39'51" West 40.00 feet to the POINT OF BEGINNING.

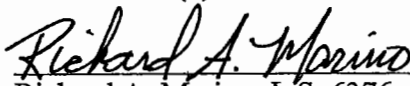
Containing 24,843 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-5", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.


Richard A. Marino L.S. 6376

Date 06-08-11



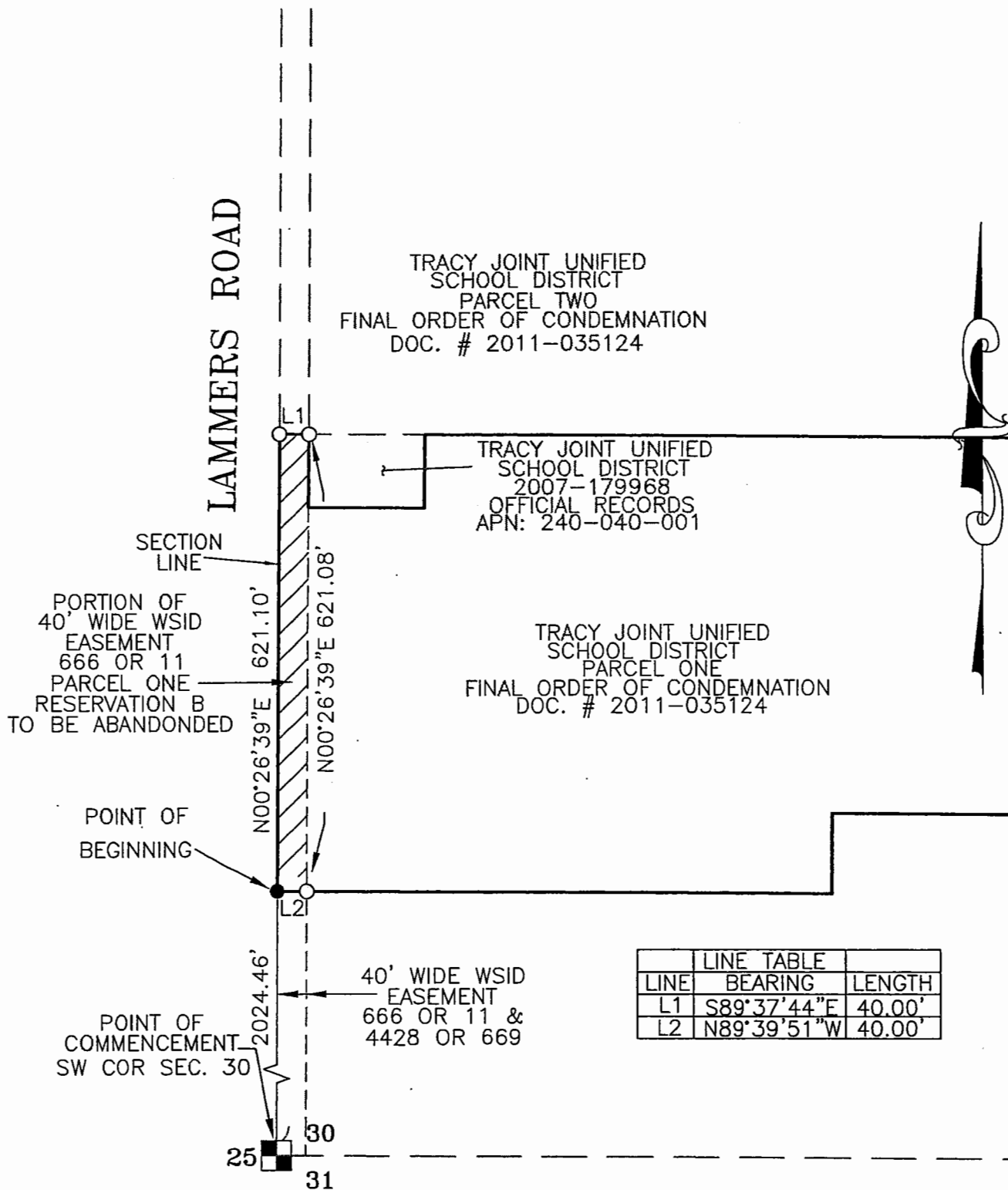


EXHIBIT "B-5"

PRECISION LAND SURVEYING, INC.

8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.

P.O. BOX 1042 FOLSOM, CA. 95763-1042

(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT A-6

Proposed Abandonment Easement No. 3

EXHIBIT "A-6"
LEGAL DESCRIPTION
IRRIGATION EASEMENT ABANDONMENT

Being a portion of Government Lot 3 in the Northwest 1/4 of Section 30, Township 2 South, Range 5 East, M.D.B. &M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, also being a portion of Parcel Two as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, and also being a portion of the 30 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East 2,645.56 feet to the southwest corner of said Parcel Two and the **POINT OF BEGINNING**; thence, continuing along said Section line North 00° 26'39" East 30.00 feet to the northwest corner of said Reservation B; thence, along the northerly line of said Reservation B, South 89°37'44" East, 64.00 feet; thence South 00°26'39" East 30.00 feet to a point located on the south line of said Parcel Two; thence, along said south line North 89°37'44" West 64.00 feet to the **POINT OF BEGINNING**.

Containing 1,920 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-5", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376

Date 06-08-11



PORTION OF
30' WIDE WSID
EASEMENT
666 OR 11
BEING ABANDONDED

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL TWO
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

POINT OF
BEGINNING

TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

SECTION
LINE

TRACY JOINT UNIFIED
PARCEL ONE
SCHOOL DISTRICT
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

LAMMERS ROAD

2645.56'

N00°26'39"E

POINT OF
COMMENCEMENT
SW COR SEC. 30

25 30
31

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°26'39"E	30.00'
L2	S89°37'44"E	64.00'
L3	S00°26'39"W	30.00'
L4	N89°37'44"W	64.00'

EXHIBIT "B-6"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 100'

REVISED:

JOB NO. 0544

EXHIBIT A-7

Proposed WSID Easement No. 4

EXHIBIT "A-7"
LEGAL DESCRIPTION
IRRIGATION EASEMENT

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel One as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2,024.46 feet to the northwest corner of said Exhibit 'A-1'; thence along the northerly line of said Exhibit 'A-1', South 89°39'51" East, 64.00 feet to the **POINT OF BEGINNING**; thence continuing along said north line South 89°39'51" East 20.00 feet; thence, leaving said north line South 00°26'39" West 145.00 feet to a point on the south line of said Exhibit 'A-1'; thence along said south line North 89°39'51" West 44.00 feet; thence leaving said south line the following three courses: 1) North 00°26'39" East 20.00 feet; 2) South 89°39'51" East 24.00 feet and 3) North 00°26'39" East 125.00 feet to the POINT OF BEGINNING.

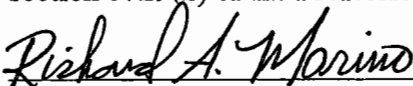
Containing 3,380 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-3", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.


Richard A. Marino L.S. 6376

Date 06-08-11



TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL ONE
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

TRACY JOINT UNIFIED
SCHOOL DISTRICT
EXHIBIT "A-1"
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

SECTION
LINE

POINT OF
BEGINNING

LAMMERS ROAD

40' WIDE WSID
EASEMENT
666 OR 11 &
4428 OR 669

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°39'51"E	64.00'
L2	S89°39'51"E	20.00'
L3	S00°26'39"W	145.00'
L4	N89°39'51"W	44.00'
L5	N00°26'39"E	20.00'
L6	S89°39'51"E	24.00'
L7	N00°26'39"E	125.00'

POINT OF
COMMENCEMENT
SW COR SEC. 30

25

30

31

EXHIBIT "B-7"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT A-8

Proposed Abandonment Easement No. 4

EXHIBIT "A-8"
LEGAL DESCRIPTION
IRRIGATION EASEMENT ABANDONMENT

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, also being a portion of that certain Parcel as described in Exhibit 'A-1' in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, and also being a portion of the 40 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North $00^{\circ} 26' 39''$ East, 2,024.46 feet to the northwest corner of said Exhibit 'A-1' and the **POINT OF BEGINNING**; thence along the north line of said Exhibit A-1 South $89^{\circ} 39' 51''$ East 40.00 feet to a point on the east side of said Irrigation Easement; thence leaving said north line, and along said east line, South $00^{\circ} 26' 39''$ West 125.00 feet to a point 20.00 feet north of the south line of said Exhibit A-1; thence North $89^{\circ} 39' 51''$ West 40.00 feet to said section line; thence along said section line North $00^{\circ} 26' 39''$ East 125.00 feet to the **POINT OF BEGINNING**.

Containing 5,000 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North $00^{\circ} 26' 39''$ East.

See Exhibit "B-8", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376

Date 06-08-11



TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL ONE
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

SECTION
LINE
POINT OF
BEGINNING
L1
L2
L3
PORTION OF
40' WIDE WSID
EASEMENT
666 OR 11
PARCEL ONE
RESERVATION B
TO BE ABANDONED

TRACY JOINT UNIFIED
SCHOOL DISTRICT
EXHIBIT 'A-1'
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

LAMMERS ROAD

N00°26'39"E 2024.46'

40' WIDE WSID
EASEMENT
666 OR 11 &
4428 OR 669

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°39'51"E	40.00'
L2	S00°26'39"W	125.00'
L3	N89°39'51"W	40.00'
L4	N00°26'39"E	125.00'

POINT OF
COMMENCEMENT
SW COR SEC. 30

25 30
31

EXHIBIT "B-8"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT B

OFFICIAL BUSINESS:

Document entitled to free recording
Per Government Code section 27383.

Recording requested by and
When recorded mail to:

Tracy Joint Unified School District
1875 W. Lowell Avenue
Tracy, California 95376
Attn: Superintendent

QUITCLAIM DEED

TITLE ORDER NO.

ESCROW NO.

APN:

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

West Side Irrigation District, a California irrigation district,

does remise, release, and forever quitclaim to

Tracy Joint Unified School District, a California public school district,

all right, title and interest in the Real Property described as Proposed Abandonment Easement No 1. located in the County of San Joaquin, State of California as described and depicted on the attached Exhibit A-4, and

all right, title and interest in the Real Property described as Proposed Abandonment Easement No 2. located in the County of San Joaquin, State of California as described and depicted on the attached Exhibit A-5, and

all right, title and interest in the Real Property described as Proposed Abandonment Easement No 3. located in the County of San Joaquin, State of California as described and depicted on the attached Exhibit A-6, and

all right, title and interest in the Real Property described as Proposed Abandonment Easement No 4. located in the County of San Joaquin, State of California as described and depicted on the attached Exhibit A-8.

Dated: _____

West Side Irrigation District,
a California irrigation district

By: _____
Jack Alvarez, President

Attest:

Carol Petz, Secretary

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2011 before me, _____,
Notary Public, personally appeared Jack Alvarez, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument, the person, or the entity upon behalf of
which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

[SEAL]

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2011 before me, _____,
Notary Public, personally appeared Carol Petz, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument, the person, or the entity upon behalf of
which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

[SEAL]

EXHIBIT "A-4"
LEGAL DESCRIPTION
IRRIGATION EASEMENT ABANDONMENT

Being a portion of Government Lot 3 in the Northwest 1/4 of Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel Two as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the southwest corner of said Parcel Two, also being a point on the southerly line of the 30 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County; thence along said southerly line, South 89° 37'44" East, 64.00 feet to the **POINT OF BEGINNING**; thence, continuing along said southerly line South 89°37'44" East 1456.84 feet to the East line of said Parcel Two; thence leaving said southerly line North 00°20'09" East 30.00 feet to a point on the northerly line of said West Side Irrigation District easement; thence along said northerly line North 89°37'44" West 1456.78 feet; thence, leaving said northerly line South 00°20'09" West 30.00 feet to the **POINT OF BEGINNING**.

Containing 43,704 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376

Date 06-08-11



LAMMERS ROAD

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL TWO
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

SECTION
LINE

S89°37'44"E
64.00'

N00°26'39"E 2645.56'

SEC.
30
SEC.
31

POINT OF
COMMENCEMENT
SW COR SEC. 30

SECTION
LINE

POINT OF
BEGINNING
TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

PORTION OF
30' WIDE WSID
EASEMENT PER
666 OR 11
BEING ABANDONED

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL ONE
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

S89°37'44"E 1456.78'
N89°37'44"W 1456.84'

2458.77'

N00°20'09"E

TRACT NO. 3108
PRESIDIO PUD
UNIT NO. 2A
36 PM 34

TRACT NO. 3109
PRESIDIO PUD
UNIT NO. 2B
37 PM 20

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°20'09"E	30.00'
L2	S00°26'39"W	30.00'

EXHIBIT "B-4"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 300'

REVISED:

JOB NO. 0544

EXHIBIT "A-5"
LEGAL DESCRIPTION
IRRIGATION EASEMENT ABANDONMENT

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B. &M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, also being a portion of Parcel One as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, and also being a portion of the 40 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North $00^{\circ} 26' 39''$ East 2024.46 feet to the southwest corner of said Condemnation Parcel One and the **POINT OF BEGINNING**; thence, continuing along said Section line North $00^{\circ} 26' 39''$ East 621.10 feet to the northwest corner of said Condemnation Parcel One; thence, along the northerly line of said Condemnation Parcel South $89^{\circ} 37' 44''$ East, 40.00 feet; thence South $00^{\circ} 26' 39''$ East 601.08 feet to a point on the south line of said Condemnation Parcel One; thence North $89^{\circ} 39' 51''$ West 40.00 feet to the **POINT OF BEGINNING**.

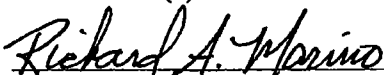
Containing 24,843 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North $00^{\circ} 26' 39''$ East.

See Exhibit "B-5", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.


Richard A. Marino L.S. 6376

Date 06-08-11



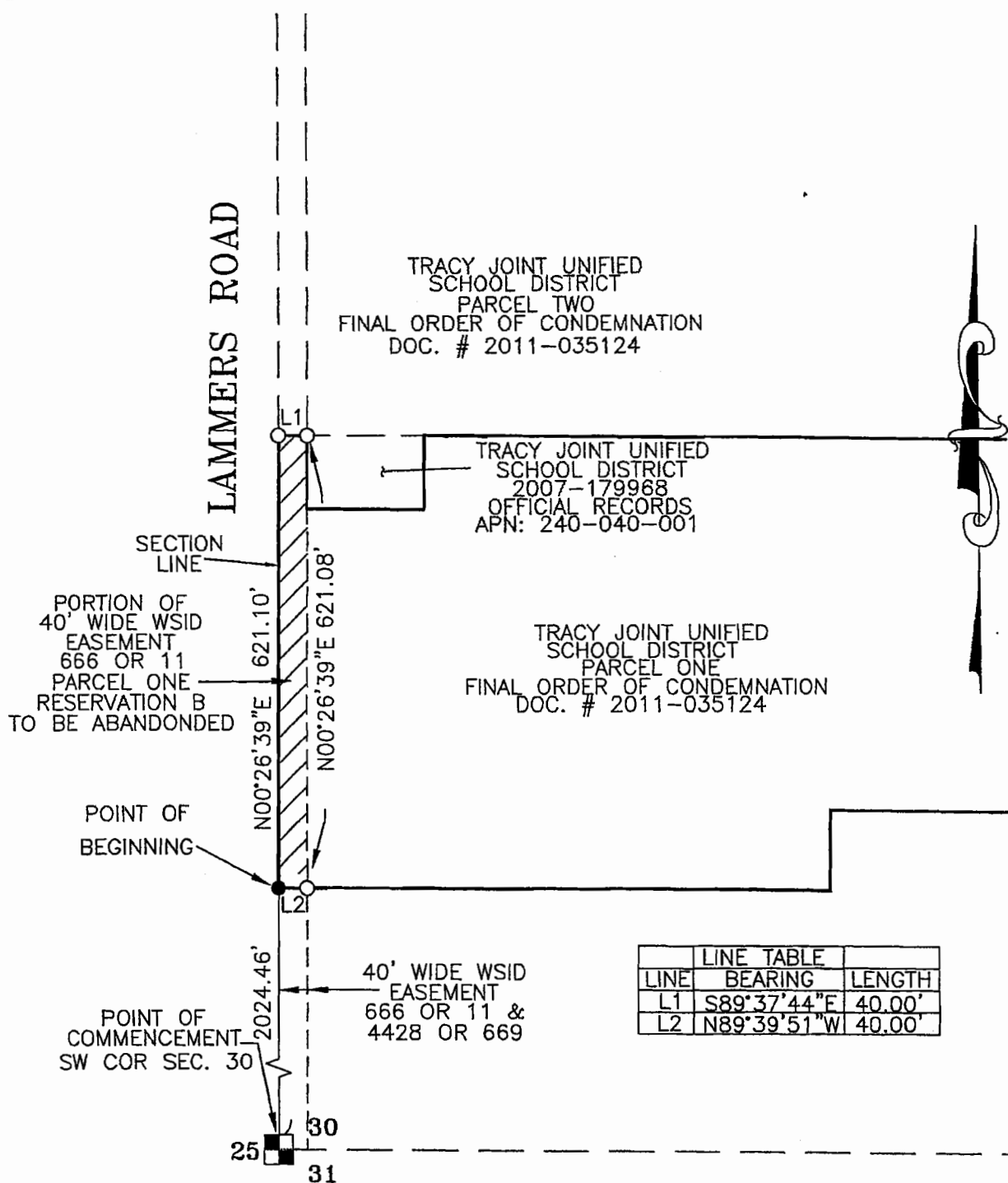


EXHIBIT "B-5"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT "A-6"
LEGAL DESCRIPTION
IRRIGATION EASEMENT ABANDONMENT

Being a portion of Government Lot 3 in the Northwest 1/4 of Section 30, Township 2 South, Range 5 East, M.D.B. &M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, also being a portion of Parcel Two as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, and also being a portion of the 30 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East 2,645.56 feet to the southwest corner of said Parcel Two and the **POINT OF BEGINNING**; thence, continuing along said Section line North 00° 26'39" East 30.00 feet to the northwest corner of said Reservation B; thence, along the northerly line of said Reservation B, South 89°37'44" East, 64.00 feet; thence South 00°26'39" East 30.00 feet to a point located on the south line of said Parcel Two; thence, along said south line North 89°37'44" West 64.00 feet to the **POINT OF BEGINNING**.

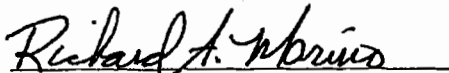
Containing 1,920 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-5", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.


Richard A. Marino L.S. 6376

Date 06-08-11



PORTION OF
30' WIDE WSID
EASEMENT
666 OR 11
BEING ABANDONDED

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL TWO
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

POINT OF
BEGINNING

TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

SECTION
LINE

TRACY JOINT UNIFIED
PARCEL ONE
SCHOOL DISTRICT
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

LAMMERS ROAD

N00°26'39"E

2645.56'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°26'39"E	30.00'
L2	S89°37'44"E	64.00'
L3	S00°26'39"W	30.00'
L4	N89°37'44"W	64.00'

POINT OF
COMMENCEMENT
SW COR SEC. 30

25 30
31

EXHIBIT "B-6"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 100'

REVISED:

JOB NO. 0544

EXHIBIT "A-8"
LEGAL DESCRIPTION
IRRIGATION EASEMENT ABANDONMENT

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, also being a portion of that certain Parcel as described in Exhibit 'A-1' in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, and also being a portion of the 40 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2,024.46 feet to the northwest corner of said Exhibit 'A-1' and the **POINT OF BEGINNING**; thence along the north line of said Exhibit A-1 South 89°39'51" East 40.00 feet to a point on the east side of said Irrigation Easement; thence leaving said north line, and along said east line, South 00°26'39" West 125.00 feet to a point 20.00 feet north of the south line of said Exhibit A-1; thence North 89°39'51: West 40.00 feet to said section line; thence along said section line North 00°26'39" East 125.00 feet to the **POINT OF BEGINNING**.

Containing 5,000 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-8", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376

Date 06-08-11



TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL ONE
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

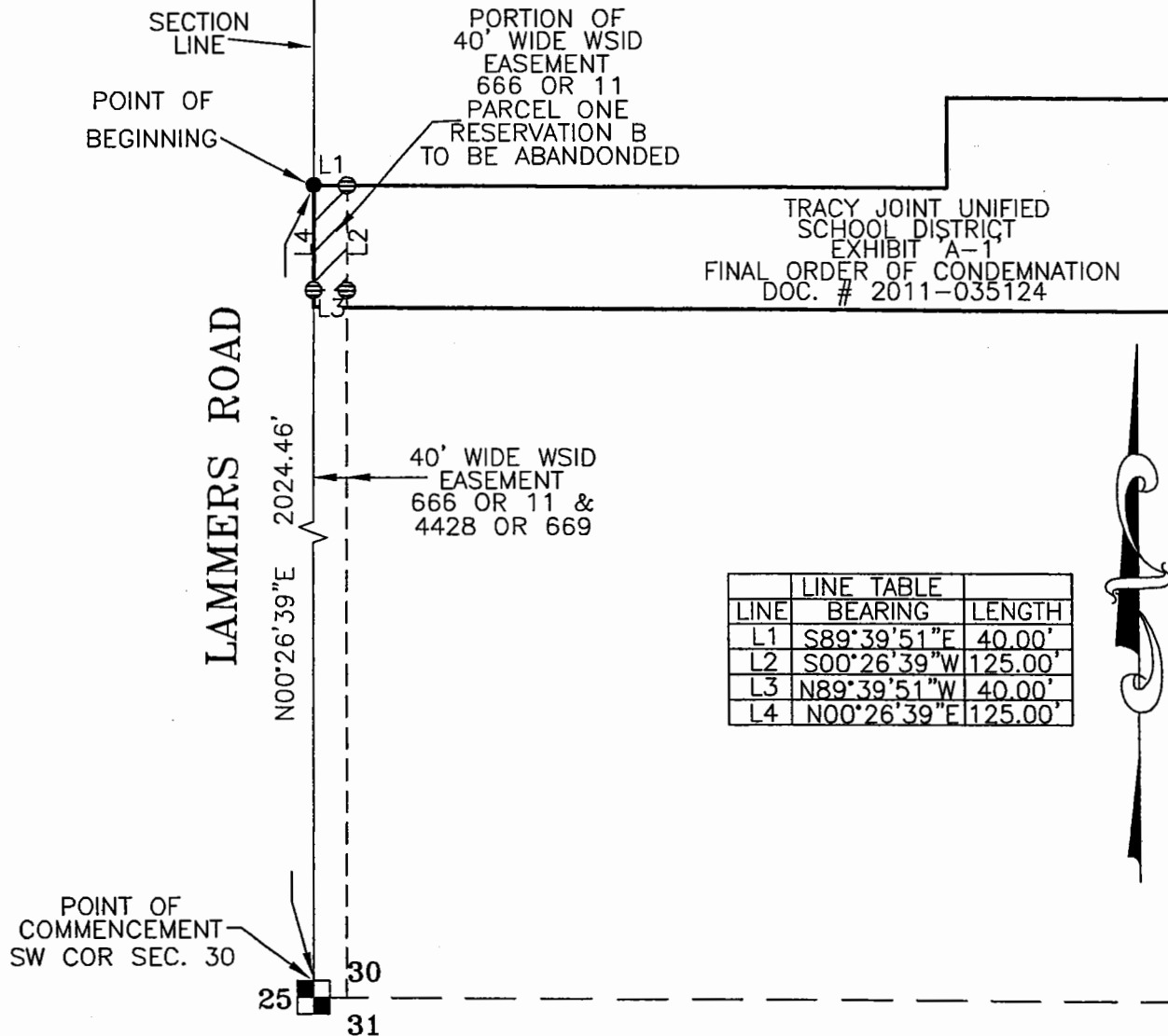


EXHIBIT "B-8"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT C

NO FEE DOCUMENT
Government Code § 6103

Recording Requested By And
When Recorded, Return to:

Tracy Joint Unified School District
1875 W. Lowell Avenue
Tracy, California 95376
Attn: Superintendent

GRANT OF EASEMENT AND CONVEYANCE OF TITLE TO CERTAIN FACILITIES LOCATED THEREON

This GRANT OF EASEMENT is made and entered into on _____, 2011 ("Effective Date"), by and between **Tracy Joint Unified School District**, a California public school district ("Grantor"), and **West Side Irrigation District**, a California irrigation district ("Grantee").

RECITALS

A. Grantor owns the real property as legally described and depicted on the attached Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-7 ("Easement") located in the County of San Joaquin, State of California.

B. Grantor has constructed, at its sole cost, irrigation facilities within the Easement to provide irrigation water ("Irrigation Facilities"), and has agreed to transfer title to these certain Irrigation Facilities, as identified in Exhibit B hereto, to Grantee.

C. Grantee now requires an easement for maintenance and operation of the irrigation facilities within the Easement.

AGREEMENT

In consideration of the mutual promises contained in this Grant of Easement and of other valuable consideration, the receipt and sufficiency of which are expressly acknowledged, Grantor and Grantee agree to the following:

1. Grant of Easement.

Grantor hereby grants to Grantee a non-exclusive easement for underground public utility purposes. The Easement includes the right to maintain, inspect, install, repair, relocate and replace said public utilities. The Easement includes all incidental and appurtenant surface and subsurface rights of maintenance, inspection, installation, connection, repair and replacement necessary and appropriate to the uses of the Easement and rights of ingress and egress over and across Grantor's property to the extent necessary to use the Easement. The Grantee will be

required to obtain an encroachment permit for any work within the City right-of-way, and pay permit and inspection fees. The Grantee will replace or restore, as a condition of approving the encroachment permit, all improvements that are damaged or disturbed as a result of their work, to the satisfaction of the affected and respective owner(s) of the improvements. The Grantee will submit a traffic control plan and pay plan checking fees, for work to be completed on City's right-of-way that requires closure of a travel lane or when vehicular or pedestrian traffic flow will be interrupted.

2. Grant of Title.

Grantor hereby conveys title to the Irrigation Facilities, as identified in Exhibit B hereto, constructed by Grantor and located within the Easement, to have and to hold so long as the Easement is in full force and effect. In consideration for this conveyance, Grantee shall maintain the Irrigation Facilities and any improvements as necessary for continued operation. In further consideration for this conveyance, Grantee shall hold harmless, indemnify and release Grantor and its successors and assigns from any claim, action, liability, loss, damage or suit arising from the operation or maintenance of the Irrigation Facilities.

Grantee hereby accepts the Irrigation Facilities constructed by the Grantor and located within the Easement. Upon execution of this Grant of Easement, Grantor shall deliver to Grantee a valid bill of sale granting title to the Irrigation Facilities to Grantee.

3. Status of Title.

This Grant of Easement is made subject to all conditions, covenants, restrictions, leases, easements, licenses, liens, encumbrances and claims of title which may affect the Easement, whether or not of record.

4. Binding on Heirs.

The rights and the obligations set forth herein shall bind and inure to the benefit of all heirs, successors and assigns of Grantor and Grantee.

5. Complete Agreement.

This Grant of Easement constitutes the entire agreement and understanding between the parties and supersedes all other offers, negotiations and agreements. There are no representations or understandings of any kind not set forth in this document. Any amendment or modification of this document shall be in writing and duly executed by the parties.

6. Authority to Execute.

Each signatory below represents and warrants that it has full authority to execute this Grant of Easement and bind its organization to its terms and conditions.

7. Attorney's Fees and Costs.

Should any litigation or other proceedings commence between parties to this Agreement or their successors or assigns concerning the rights and duties of any party pursuant to, related to, or arising from this Agreement, the prevailing party in such litigation or other proceedings shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorneys' fees and costs of such litigation as shall be determined in such litigation or other proceedings, or in a separate action brought for such purpose.

8. Counterparts.

This Grant of Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Grantor and Grantee have executed this Grant of Easement as of the dates set forth below, but to be effective as of the Effective Date.

Dated: _____

GRANTOR:

Tracy Joint Unified School District, a California
public school district

By: _____
Name: _____
Title: _____

Dated: _____

GRANTEE:

West Side Irrigation District, a California
irrigation district

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2011 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

[SEAL]

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2011 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

[SEAL]

EXHIBIT "A-1"
LEGAL DESCRIPTION
IRRIGATION EASEMENT

Being a portion of Government Lot 2 in the South 1/2 of Section 30, Township 2 South, Range 5 East, M.D.B.&M. as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin, and also being a portion of that certain property as described in that certain Deed recorded in Document No. 2007-179968, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the southerly line of Parcel 2 of that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County; thence along said southerly line, South 89° 37'44" East, 64.00 feet to the **POINT OF BEGINNING**; thence, along said Southerly line South 89°37'44" East 20.00 feet; thence leaving said southerly line, South 00°26'39" West 100.00 feet to a point on the southerly line of that parcel described in said Document No. 2007-179968; thence along the southerly line of said parcel, North 89°37'44" West 20.00 feet; thence leaving said southerly line, North 00°26'39" East 100.00 feet to POINT OF BEGINNING.

Containing 2,000 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-1", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.

Richard A. Marino
Richard A. Marino L.S. 6376

Date 06-08-11



S89°37'44"E
64.00'

POINT OF
BEGINNING

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL TWO
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

TRACY JOINT UNIFIED
PARCEL ONE
SCHOOL DISTRICT
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

SECTION
LINE

LAMMERS ROAD

2645.56'
N00°26'39"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°37'44"E	20.00'
L2	S00°26'39"W	100.00'
L3	N89°37'44"W	20.00'
L4	N00°26'39"E	100.00'

POINT OF
COMMENCEMENT
SW COR SEC. 30

25 30
31

EXHIBIT "B-1"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 100'

REVISED:

JOB NO. 0544

EXHIBIT "A-2"
LEGAL DESCRIPTION
IRRIGATION EASEMENT

Being a portion of Government Lot 3 in the Northwest 1/4 of Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel Two as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26' 39" East, 2645.56 feet to the southwest corner of said Parcel Two, being a point on the southerly line of the 30 foot wide West Side Irrigation District easement called out as Parcel A, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County; thence along said southerly line, South 89° 37' 44" East, 64.00 feet to the **POINT OF BEGINNING**; thence, leaving said southerly line the following eleven (11) courses: (1) North 00° 26' 39" West 418.78 feet; (2) North 06° 08' 12" East 40.33 feet; (3) North 00° 26' 39" East 267.27 feet; (4) North 89° 47' 44" East 75.84 feet; (5) North 01° 18' 46" West 116.85 feet; (6) South 89° 33' 18" East 20.01 feet; (7) South 01° 18' 46" East 136.36 feet; (8) South 89° 28' 38" West 76.46 feet; (9) South 00° 26' 39" West 248.33 feet; (10) South 06° 08' 12" West 40.33 feet; and (11) South 00° 26' 39" West 417.74 feet to a point located in said southerly line of the West Side Irrigation District easement; thence along said southerly line North 89° 37' 44" West 20.00 feet to the **POINT OF BEGINNING**.

Containing 18,383 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00° 26' 39" East.

See Exhibit "B-2", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.


Richard A. Marino L.S. 6376

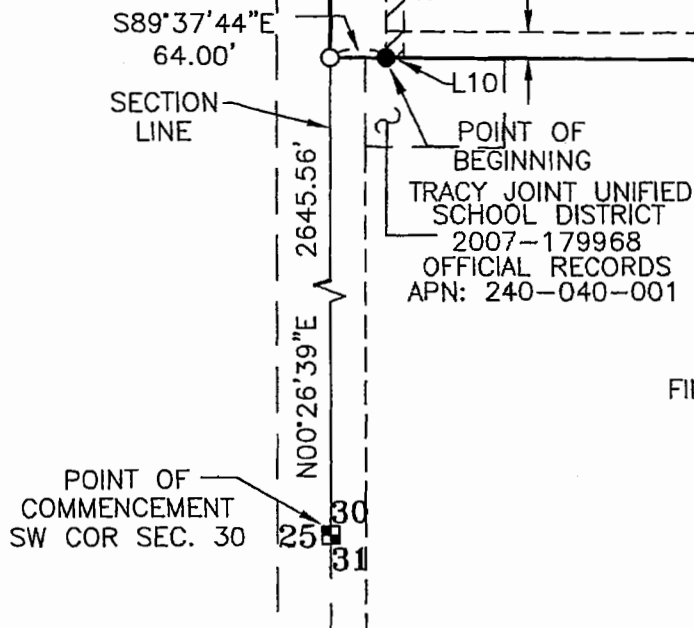
Date 06-08-11



LAMMERS ROAD

LINE TABLE		
LINE	BEARING	LENGTH
L1	N06°08'12"E	40.33'
L2	N00°26'39"E	267.27'
L3	N89°47'44"E	75.84'
L4	N01°18'46"W	116.85'
L5	S89°33'18"E	20.01'
L6	S01°18'46"E	136.36'
L7	S89°28'38"W	76.46'
L8	S00°26'39"W	248.33'
L9	S06°08'12"W	40.33'
L10	N89°37'44"W	20.00'

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL TWO
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124



TRACY JOINT UNIFIED
SCHOOL DISTRICT
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

EXHIBIT "B-2"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: BT

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT "A-3"
LEGAL DESCRIPTION
IRRIGATION EASEMENT

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel One as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North 00° 26'39" East, 2645.56 feet to the northwest corner of said Parcel One, being a point on the southerly line of the 30 foot wide West Side Irrigation District easement called out as Parcel One, Reservation B, and recorded in Book 666 at Page 11, Official Records of San Joaquin County; thence along said southerly line, South 89°37'44" East, 64.00 feet; thence South 00°26'39" West 100.00 feet to a point on the southerly line of that certain parcel described in Document No. 2007-179968, Official Records of San Joaquin County and the **POINT OF BEGINNING**; thence, along said southerly line South 89°37'44" East 20.00 feet; thence, leaving said southerly line South 00°26'39" West 521.07 feet to a point located on the south line of said Parcel One; thence, along said south line North 89°39'51" West 20.00 feet; thence North 00°26'39" East 521.08 feet to the POINT OF BEGINNING.

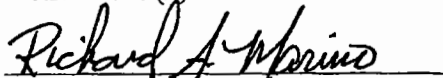
Containing 10,422 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North 00°26'39" East.

See Exhibit "B-3", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.


Richard A. Marino L.S. 6376

Date 06-08-11



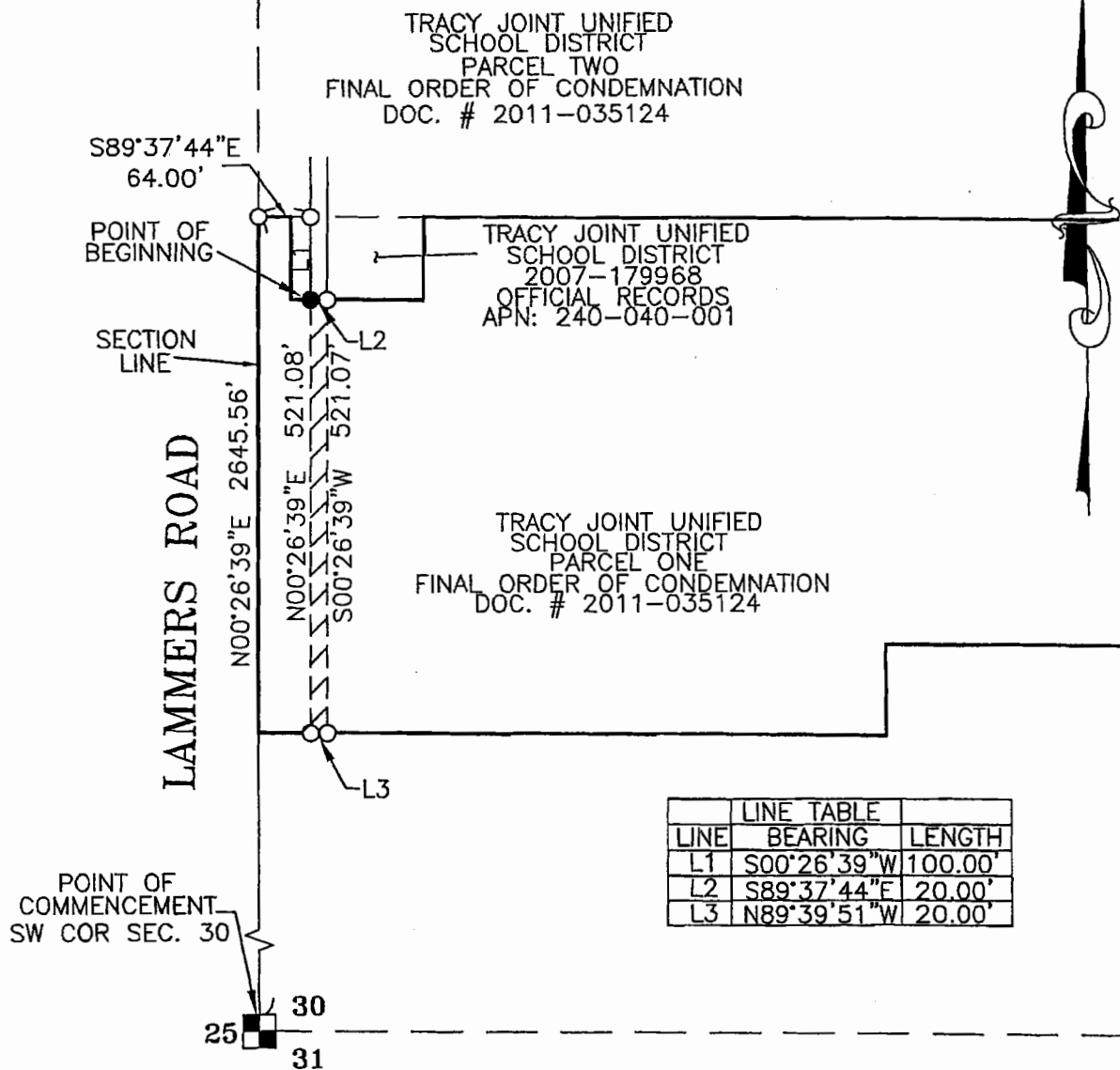


EXHIBIT "B-3"

PRECISION LAND SURVEYING, INC.

8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.

P.O. BOX 1042 FOLSOM, CA. 95763-1042

(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544

EXHIBIT "A-7"
LEGAL DESCRIPTION
IRRIGATION EASEMENT

Being a portion of Government Lot 3 in Section 30, Township 2 South, Range 5 East, M.D.B.&M., as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official Records of San Joaquin County, and also being a portion of Parcel One as described in that certain Final Order of Condemnation recorded in Document No. 2011-035124, Official Records of San Joaquin County, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30; thence northerly along the west line of Section 30 North $00^{\circ} 26' 39''$ East, 2,024.46 feet to the northwest corner of said Exhibit 'A-1'; thence along the northerly line of said Exhibit 'A-1', South $89^{\circ} 39' 51''$ East, 64.00 feet to the **POINT OF BEGINNING**; thence continuing along said north line South $89^{\circ} 39' 51''$ East 20.00 feet; thence, leaving said north line South $00^{\circ} 26' 39''$ West 145.00 feet to a point on the south line of said Exhibit 'A-1'; thence along said south line North $89^{\circ} 39' 51''$ West 44.00 feet; thence leaving said south line the following three courses: 1) North $00^{\circ} 26' 39''$ East 20.00 feet; 2) South $89^{\circ} 39' 51''$ East 24.00 feet and 3) North $00^{\circ} 26' 39''$ East 125.00 feet to the **POINT OF BEGINNING**.

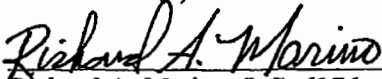
Containing 3,380 square feet, more or less.

End of Description

The Basis of Bearings for the above Legal Description is identical to the West line of Section 30 as shown on that particular Record of Survey filed in Book 34 of Surveys, at Page 81, Official San Joaquin County Records, which bears North $00^{\circ} 26' 39''$ East.

See Exhibit "B-3", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my direct supervision pursuant to section 8729(2) of the Professional Land Surveyors Act.


Richard A. Marino L.S. 6376

Date 06-08-11



TRACY JOINT UNIFIED
SCHOOL DISTRICT
2007-179968
OFFICIAL RECORDS
APN: 240-040-001

TRACY JOINT UNIFIED
SCHOOL DISTRICT
PARCEL ONE
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

TRACY JOINT UNIFIED
SCHOOL DISTRICT
EXHIBIT A-1
FINAL ORDER OF CONDEMNATION
DOC. # 2011-035124

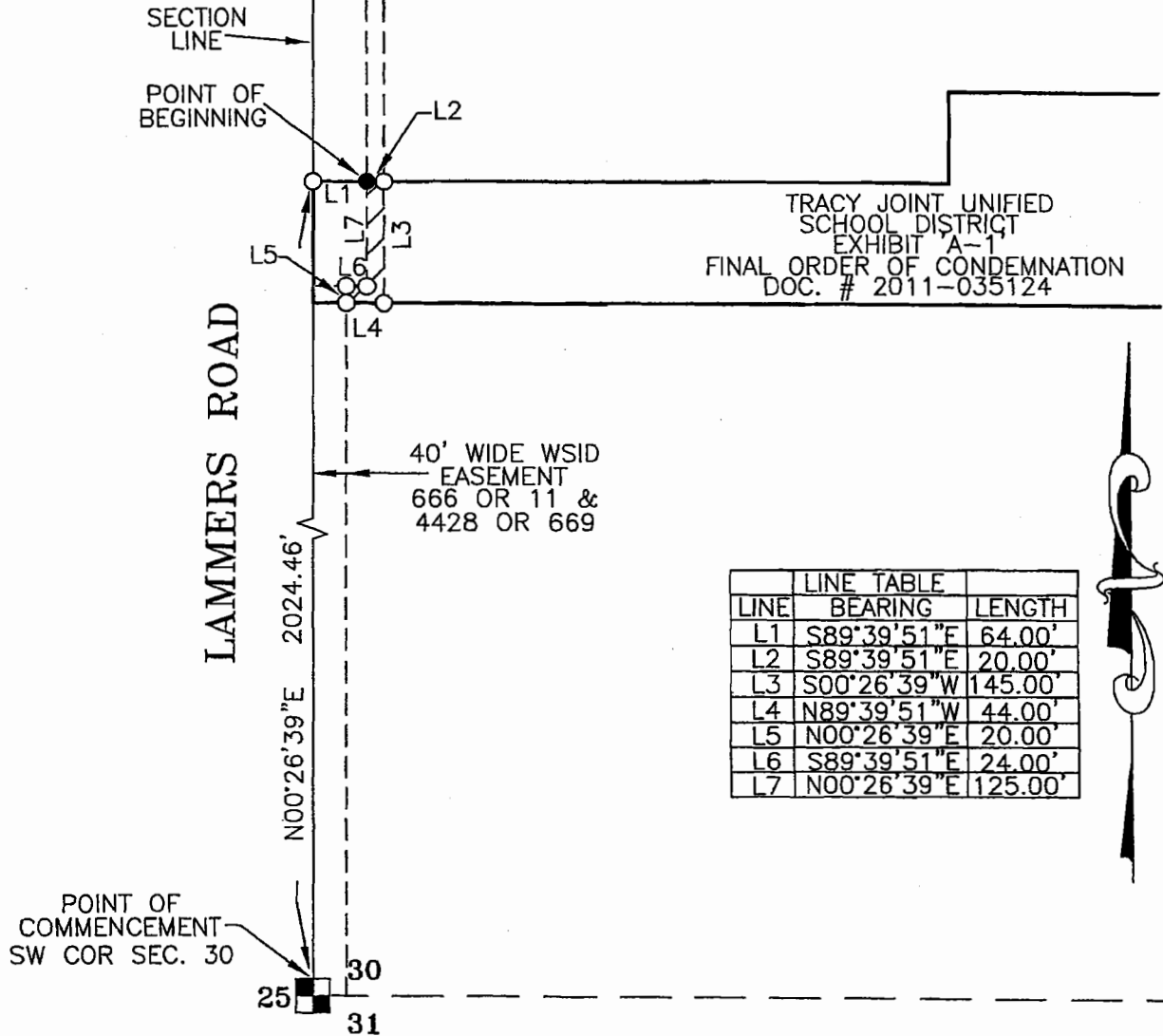


EXHIBIT "B-7"

PRECISION LAND SURVEYING, INC.
8850 AUBURN FOLSOM ROAD, GRANITE BAY, CA.
P.O. BOX 1042 FOLSOM, CA. 95763-1042
(916) 789-2006

DRAWN BY: RAM

DATE: 06/07/11

DESIGNED BY:

FILE: EASEMENT

APPROVED BY: RAM

SCALE: 1" = 200'

REVISED:

JOB NO. 0544



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services and Human Resources
DATE: July 22, 2011
SUBJECT: Acknowledge Administrative Regulation and Approve Board Policy 1312.3 Uniform Complaint Procedures

BACKGROUND: Board Policy and Administrative Regulation were created in 1997 and revised in 2005. The purpose of these articles is to acknowledge the Governing Board recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4620)

The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (5 CCR 4610)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

RATIONALE: 5 CCR 4621 mandates districts to adopt policies and procedures not inconsistent with the state's uniform complaint procedures as specified in 5 CCR 4600-4687. During the Categorical Program Monitoring (CPM) process (formerly the Coordinated Compliance Review); California Department of Education (CDE) staff will review the district's uniform complaint policy, administrative regulation, and annual notification. During this review, CDE staff will check to ensure that the district's policy contains a statement that the district is

primarily responsible for legal enforcement and investigation of complaints. This complies with Strategic Goal #3 - Provide a safe and equitable learning environment for all students and staff.

FUNDING: Not Applicable

RECOMMENDATION: Acknowledge Administrative Regulation and Approve Board Policy 1312.3 Uniform Complaint Procedures

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

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4620)

The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (5 CCR 4610)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs. (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments shall be investigated pursuant to the district's Williams uniform complaint procedure (AR 1312.4).

(cf. 1312.4 - Williams Uniform Complaint Procedures)

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32289 School safety plan, uniform complaint procedure
35186 Williams uniform complaint procedure
41500-41513 Categorical education block grants
48985 Notices in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
52160-52178 Bilingual education programs
52300-52490 Career-technical education
52500-52616.24 Adult schools
52800-52870 School-based coordinated programs

TUSD Approved:

54000-54028 Economic impact aid programs
54100-54145 Miller-Unruh Basic Reading Act
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56867 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
PENAL CODE
422.6 Interference with constitutional right or privilege
UNITED STATES CODE, TITLE 20
6301-6577 Title I basic programs
6601-6777 Title II preparing and recruiting high quality teachers and principals
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs

Management Resources:

WEB SITES

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

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

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

<http://www.ed.gov/about/offices/list/ocr/index.html>

UNIFORM COMPLAINT PROCEDURES**A. Purpose and Scope**

To provide guidelines and procedures for the receipt, investigation, and resolution of complaints brought by staff, students, parents/guardians or others regarding the alleged district noncompliance with state and/or federal regulations.

B. General

1. The Governing Board designates the following compliance officers to receive and investigate complaints and ensure district compliance with law.

Director of Student Services (209) 830-3280

or

Director of Curriculum, Accountability and Special Programs (209) 830-3275

or

Assistant Superintendent for Educational Services and Human Resources

(209) 830-3202

1875 W. Lowell

Tracy, CA 95376

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

C. Notifications

1. The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)
2. The Superintendent or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR 4622)
3. The notice shall:
 - a. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
 - b. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
 - c. Advise the complainant of the appeal process pursuant to Education Code 262.3,

UNIFORM COMPLAINT PROCEDURES

including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies

d. Include statements that:

1. The district is primarily responsible for compliance with state and federal laws and regulations

2. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline

3. An unlawful discrimination complaint must be filed not later than six months from the date the alleged discrimination occurs, or six months from the date the complainant first obtains knowledge of the facts of the alleged discrimination

4. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 days of receiving the district's decision

5. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision

(cf. 5145.6 - Parental Notifications)

D. Procedures

1. The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.

2. All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the district. (5 CCR 4630)

A complaint alleging unlawful discrimination shall be initiated no later than six months from the date when the alleged discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. (5 CCR 4630)

UNIFORM COMPLAINT PROCEDURES

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step 2: Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint. (5 CCR 4631)

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

The district's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

UNIFORM COMPLAINT PROCEDURES**Step 4: Response****OPTION 1:**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below, within 60 days of the district's receipt of the complaint. (5 CCR 4631)

OPTION 2:

Within 30 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the district's initial receipt the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Step 5: Final Written Decision

The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The district's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on the evidence gathered (5 CCR 4631)
2. The conclusion(s) of law (5 CCR 4631)
3. Disposition of the complaint (5 CCR 4631)
4. Rationale for such disposition (5 CCR 4631)
5. Corrective actions, if any are warranted (5 CCR 4631)

TUSD Approved:

UNIFORM COMPLAINT PROCEDURES

6. Notice of the complainant's right to appeal the district's decision within 15 days to the CDE and procedures to be followed for initiating such an appeal (5 CCR 4631)

7. For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies (Education Code 262.3)

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE within 15 days of receiving the district's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's complaint procedures
7. Other relevant information requested by the CDE

The CDE may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists; including cases in which the district has not taken action within 60 days of the date the complaint was filed with the district.

UNIFORM COMPLAINT PROCEDURES**E. Civil Law Remedies**

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

F. Record Retention

Records of complaints must be maintained for at least 36 months after settlement.

G. Responsible Administrative Unit

Educational Services

H. Approved by Administrator of Division

Assistant Superintendent for Educational Services and Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: August 2, 2011
SUBJECT: Adopt Resolution 11-02, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work/Lack of Funds.

BACKGROUND: Pursuant to Education Code section 45117, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain Classified Positions based on lack of work/lack of funds. In some cases positions similar to those being eliminated will be created with either reduced work year or reduced work days or both.

The District was notified mid-July 2011 that the budget of the State Pre-School Program is being reduced by 15% (approximately \$30,000) for the 2011-12 school year. In addition, the State reclaimed all carry-over funds for the State Pre-School Program during the 2010-11 school year.

Due to a change in bus schedules, four (4), 4 hours per week/10 month ParaEducator I positions are being eliminated because students will be bussed at dismissal versus ½ hour after dismissal.

RATIONALE: Elimination of certain Classified Positions are needed due to lack of work/lack of funds pursuant with the latest Governing Board decisions related to the budget reduction process.

RECOMMENDATION: Approve Resolution 11-02, Authorizing the Elimination of Certain Classified Positions due to Lack of Work/Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 11-02**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF
DUE TO LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Code §45117, Board Policy and the collective Bargaining agreement between the Tracy Unified School District and the California School Employees Association permit the Governing Board to reduce the number of classified positions for lack of work or lack of funds:

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to reduce the following positions in the District not later than October 7, 2011 due to lack of work/lack of funds:

- a. Eliminate one (1) 8 hour/10 month Clerk Typist II position and create one (1) 6 hour/10 month Clerk Typist II position
- b. Eliminate four (4) 4 hours per week/10 month Para Educator I positions

NOW, THEREFORE, BE IT RESOLVED, that as of the close of the business day on October 7, 2011, the above referenced classified positions shall be eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified and classified confidential employees pursuant to District rules and regulations and applicable provisions of Education Code not later than forty-five (45) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Tracy Unified School District on

April 12, 2011, by the following vote:

AYES:

NOES:

ABSENT:

President
Board of Trustees
Tracy Unified School District

Attested:

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

Clerk
Board of Trustees
Tracy Unified School District

