

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, OCTOBER 11, 2011**

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

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

**A G E N D A**

- 1. Call to Order**
- 2. Roll Call – Establish Quorum**  
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.  
Staff: J. Franco, C. Goodall, S. Harrison and B. Etcheverry.
- 3. Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
  - 3.1 Administrative & Business Services:**
    - 3.1.1 Conference with Legal Counsel**
      - Anticipated Litigation (G.C. 54956.9(b))
      - Number of Potential Cases: One (1)
  - 3.2 Educational Services:**
    - 3.2.1 Finding of Fact #11-12/3, 10, 11, 12, 14, 15**
  - 3.3 Human Resources:**
    - 3.3.1 Consider Non Paid Leave of Absence for Classified Employee #UCL 157, 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 Public Employee Evaluation**  
Title: Superintendent
    - 3.3.4 Conference with Labor Negotiator**  
Agency Negotiator: Sheila Harrison  
Assistant Superintendent of Educational Services & Human Resources  
Employee Organization: CSEA, TEA

4. **Adjourn to Open Session** Pg. No.
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**  
6a Finding of Fact #11-12/3, 10, 11, 12, 14, 15  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_  
6b Report Out of Action Taken on Consider Non Paid Leave of Absence for Classified Employee #UCL 157, Pursuant to Article XXIII  
**Action: Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_
7. **Approve Regular Minutes of September 27, 2011.**  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_. i-vi
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:  
9.1 Duncan Russell/Willow Update on Staff Development Initiatives to Support Student Achievement  
9.2 Stein Update on Staff Development Initiatives to Support Student Achievement  
9.3 Recognize and Congratulate Khushwinder Gill for Being Selected as the Principal of the Year for the California Governor's Council on Physical Fitness and Sports Spotlight Awards
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.

<b>11. Information &amp; Discussion Items:</b>	An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.	<b>Pg. No.</b>
<b>11.1 Educational Services:</b>		
11.1.1	Receive Report on Proposed Plans for Requiring Tickets for the 2012 Comprehensive High School Graduation Ceremonies	1
11.1.2	Receive Report Requesting Approval of Substantive Changes to the Charter School Currently Known as Kaplan Academy California – North Central California	2
<b>12. PUBLIC HEARING:</b>		
<b>12.1 Administrative &amp; Business Services:</b>		
12.1.1	Conduct a Public Hearing Regarding Implementing Flexibility Authorized by SBX3 4	3
<b>12.2 Educational Services:</b>		
12.2.1	Conduct a Public Hearing Regarding the Request of Approval of Substantive Changes to the Charter School Currently Known as Kaplan Academy California North Central California	4
<b>13. Consent Items:</b>	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.	
<b>Action:</b>	Motion___; Second__.	
<b>Vote:</b>	Yes___; No___; Absent___; Abstain__	
<b>13.1 Administrative &amp; Business Services:</b>		
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	5-6
13.1.2	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	7-8
13.1.3	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	9-10
13.1.4	Approve Assembly Vendors and Site Assembly Utilization Calendars	11-15
<b>13.2 Educational Services:</b>		
13.2.1	Ratify Contract with Rick Blendsoe, ATP	16-18
13.2.2	Approve Overnight Travel for Kimball High School (KHS) Leadership Class to Attend Leadership Disney at the Disneyland Resort in Anaheim, Ca, November 10-12, 2011	19
13.2.3	Ratify Master Contract with Spectrum Center, Inc. NPS	20-30
13.2.4	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for October 17, 2011 Inservice on Supporting English Learners in Content Areas	31-33
13.2.5	Approve Overnight Travel for Kimball High School (KHS) Varsity Basketball Team to Attend the San Luis Obispo High School Basketball Tournament in San Luis Obispo, CA, on December 1-3, 2011	34
13.2.6	Approve Funding for the Revised Agriculture Incentive Grant for Tracy High School for the 2011-2012 School Year	35-38
13.2.7	Approve Speech Therapy Agreement with University of the Pacific	39-41

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<b>13.3 Human Resources:</b>	
<b>13.3.1</b> Approve Classified, Certificated and/or Management Employment	<b>42-43</b>
<b>13.3.2</b> Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	<b>44-45</b>
<b>13.3.3</b> Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with San Joaquin County Office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching for Two Elementary Principals from October 12, 2011 Through June 30, 2012	<b>46-49</b>
<b>13.3.4</b> Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach at West High School for the 2011-2012 Fall Season	<b>50-52</b>
<b>14. Action Items:</b> 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.	
<b>14.1 Administrative &amp; Business Services:</b>	
<b>14.1.1</b> Approve Accepting State Categorical Funds and Implementing Flexibility Authorized by SBX3 4	<b>53-55</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
<b>14.1.2</b> Adopt Revised Board Policy and Administrative Regulation 3260 Fees and Charges (Second Reading, Intent to Adopt)	<b>56-77</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
<b>14.2 Educational Services:</b>	
<b>14.2.1</b> Approval of Substantive Changes to the Charter School Currently Known as Kaplan Academy California – North Central California to California Pacific Charter School – North Central California (CALPAC-NCC) Separate Cover Item	<b>78</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
<b>14.2.2</b> Adopt Resolution No. 11-08 Approving October, 2011, as Anti-Bullying Month	<b>79-80</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
<b>14.3 Human Resources:</b>	
<b>14.3.1</b> Approve New Job Description for ISET Network Systems Specialist	<b>81-84</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
<b>14.3.2</b> Adopt Resolution No. 11-07 Authorizing Teachers to Teach Outside of their Credential Authorization	<b>85-87</b>
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
<b>15. Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.	
<b>16. Superintendent's Report:</b> 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 October 25, 2011**
- 17.2 November 8, 2011**
- 17.3 December 13, 2011**
- 17.5 January 10, 2012**
- 17.6 January 24, 2012**

**18. Upcoming Events:**

- |   |  |
|---|--|
| <b>18.1 October 24, 2011</b>                  | <b>No School, Parent Teacher Conferences</b> |
| <b>18.2 November 10-11, 2011</b>              | <b>No School, Veteran's Day Holiday</b>      |
| <b>18.3 November 21-25, 2011</b>              | <b>No School, Thanksgiving Week Break</b>    |
| <b>18.4 December 19 –<br/>January 2, 2012</b> | <b>No School, Winter Break</b>               |
| <b>18.5 January 16, 2012</b>                  | <b>No School, MLK Day</b>                    |
| <b>18.6 February 13, 2012</b>                 | <b>No School, Lincoln's Birthday</b>         |
| <b>18.7 February 20, 2012</b>                 | <b>No School, Presidents' Day</b>            |

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, September 27, 2011**

- 5:30 PM:** President Gouveia called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:06 PM:** President Gouveia called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- A moment of silence was held for George Stein who recently passed away.
- Closed Session:** **6a** Finding of Fact #11-12/6, 7,8  
**Action:** Guzman, Crandall **Vote:** Yes-7; No-0.  
**6b** Report Out of Application for Reinstatement #11-12/37  
**Action: Vote:** Yes-7; No-0.  
**6c** Report Out of Application for Enrollment #11-12/5  
**Action: Vote:** Yes-7; No-0.  
**6d** Report Out of Waiver of Expulsion #11-12/2  
**Action: Vote:** Yes-7; No-0.
- Employees Present:** J. Cardoza, C. Minter, T. Christensen, N. Kettner, J. Anderson, K. Alcorn, G. Garner, P. Hall, D. Sonnenburg, B. Carter, S. O'Hara-Jones
- Press:** Denise Rizzo, Tracy Press.
- Visitors Present:** Z. Washington, A. Shah, L. Sweeney, R. Troia, K. Amaga, M. Henner, E. Soria, N. Vernon
- Minutes:** **Approve Regular Minutes of September 13, 2011.**  
**Action:** Crandall, Guzman. **Vote:** Yes-7 ; No-0.
- Student Rep Reports:** West High: Dustin Vang has been in leadership for 2 years. He is currently the ASB Vice President. He is looking forward to working with the Board this year. Students worked at the health fair last Saturday. The Homecoming theme planned this year is "Pixar". Homecoming week will be October 10-14 with a homecoming dance on Saturday, October 15<sup>th</sup>. Friday is their annual Fall Food Faire. The sports teams are doing well. Senior college information night will be held at Sept. 29<sup>th</sup> at 6:30 in the library. The administration will be sponsoring a parent meeting on October 12<sup>th</sup> and there will be a presentation by the Tracy Police Department on social networking and cyber bullying. Character counts reminders are being read during anti-bullying week. At the October 20<sup>th</sup> football game students will perform skits promoting anti-bullying. Ms. Alcorn who was an

assistant principal has been named the new principal at Freiler. She will be missed.

Dr. Franco introduced Karen Alcorn, the new principal at Freiler School.

Tracy High: Michelle Andrade is a junior at Tracy High and this is her 2<sup>nd</sup> year in leadership. She is the ASB Board Rep and this year has been going smoothly. They held their back to school with a theme of “Jungle Fever” which was very successful. The back to school dance was held after the first home game and they made extra profit by selling candy and water. They are planned for no-bullying week by making posters and having announcements throughout the week. This made students more aware and they will have another one in October. The Senior tailgate party was very enjoyable and all the food, drinks and snacks were donated. They held a volleyball game, had a DJ and water fights. Football season in the Dogpound is full of pride and it shows more than ever. For the spirit competition they gave out a free girls treat bid and they are waiting for the results. Homecoming is coming up and this year’s theme is armed forces. They are voting for class prince, princess and royal court this week.

Stein: Zachary Washington reported that they are getting ready for their WASC visit. They have had 3 guest speakers October 3<sup>rd</sup>, one from ITT Tech, one from the Art Institute and Captain Espinoza from the Tracy Police Department will talk about their youth group program. The Key Club raised over \$250.00. They had a book drive and are donating to charity. They will have a blood drive in late October and are making books for kids in Uganda.

Kimball High: Aloukika Shah is delighted that Kimball High has all classes this year. Kimball High scored 805 on their API which is the highest score for any comprehensive high school in the district. Freshman orientation had a great motivational speaker. Their home game against West was filled with spectators. On September 21<sup>st</sup> students took part in International Peace Day. They had several activities including an event where students use chalk to draw a representation of what they thought peace was. In sports Kimball High cross country completed an invitational where two students finished in the top ten. In volleyball beat East Union and football is 1-3, however they defeated Tracy.

## **Recognition & Presentations:**

### **9.1 Bohn School Update on Staff Development Initiatives to Support Student Achievement**

Bohn Principal, Tammy Christensen, presented a power point. It showed their professional learning communities. They started August 11<sup>th</sup> with the new teacher center and partnered with Freiler and RSDSS. They will do a complete lesson/student cycle. They are also responsible for staff development at faculty meetings and will be doing a book study to further the concepts from RSDSS. The impact on student learning will lead to better instruction, more effective identification of target students and strategies. They will evaluate with a review of minutes, collaborative logs and survey results. She has had staff participate in instructional tours and participate in staff development on the Big 4. They have received instruction on cultural diversity. The changing demographics calls for increased cultural awareness. They are also participating in a LEADS workshop.

They will share this information with the leadership team and diversity and equity committee and will continue their partnership with PTO/ELAC. They remained in the 800 club, although it was a drop and the area of concern is Hispanic and ELL. Students with disabilities increased 38 points.

Students spoke about Anti-Bullying Month. They are making posters and will participate in red ribbon week. Student council will sponsor a candy gram sale and they will hold a walk-a-thon for no bullying. They visited all classrooms and told them about the activities they are doing. The whole school is getting involved which shows that Bohn students have character and know that character counts.

## 9.2 Monte Vista School Update on Staff Development Initiatives to Support Student Achievement

Monte Vista Principal, Susan O'Hara Jones, presented a power point which reviewed their CST scores by grade level and show increase or decrease in improvement. The plan to increase achievement is to have academic language development training for all teachers at Monte Vista. They will have ongoing coaching throughout the 2011-12 school year. There will also be intervention strategies training for ELA teachers who teach extra ELD classes to long term ELD students. There are also 5 teachers that will be attending an ongoing series of training workshops to enable them to help our students improve their achievement. They will have direct instruction training and will have math coaching from the County Office of Education. They will start evaluating once they get feedback from teachers.

## 9.3 Recognize Dr. Donna Sonnenburg for Being Chosen as an Honoree for the San Joaquin A+ Spirit of Literacy Award

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized Dr. Donna Sonnenburg for being awarded the San Joaquin A+ literacy award to an administrator. Dr. Sonnenburg has worked diligently with literacy leaders to provide core academics and also organizes the Tracy read in each fall where community members read a book to students. The event took place at Wine and Roses in Lodi and she received a check for \$100.00. The District is extremely proud of her. Dr. Franco presented a certificate to her.

### Hearing of Delegations

None.

### Information & Discussion Items:

**11.1 Administration & Business Services:** None.

**11.2 Educational Services:**

**11.2.1** Receive Report on Plans for 2012 Comprehensive High School Graduation Ceremonies

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, reported that Kimball High will have



their first high school graduation this year. The plan they are recommending is that for the 2012 graduation ceremonies, Tracy High and West High will have their ceremony at 8:30 a.m. and Kimball High will have it at 10:30 a.m. Being that this is their first graduation, there will be a great interest to attend this ceremony. It maximizes the cooler temperatures in the morning. For 2013 and beyond, they are thinking that they will have all three graduations at the same time at their respective school sites. This would help with the large number of people that attend. Administration has been talking about tickets for ceremonies. Graduates would be given a certain amount of tickets depending on number of graduates and stadium capacity. They are currently working on a plan. There is also interest to have a combined grad night.

**Public Hearing:**

**12.1**

**Public Hearing:**

**12.1.1**

Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District

Opened public hearing at 8:22 p.m.

No comments were made.

Closed public hearing 8:23 p.m.

**Consent Items:**

**Action**

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

**13.1**

**Administrative & Business Services:**

**13.1.1**

Approve Assembly Vendors and Site Assembly Utilization Calendars

**13.1.2**

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

**13.1.3**

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

**13.1.4**

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

**13.1.5**

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

**13.2**

**Educational Services:**

**13.2.1**

Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching for Three Comprehensive High School Principals from September 28, 2011, through June 15, 2012

**13.2.2**

Approve Overnight Travel for 16 IB Academy Staff and 39 Senior IB Diploma Candidates to Point Bonita YMCA, Sausalito, CA on January 13-15, 2012

**13.3**

**Human Resources:**

**13.3.1**

Approve Classified, Certificated and/or Management Employment

- 13.3.2** Approve Agreement for Special Contract Services with @Work Medical Services to Provide Nurses for Needed Nursing Services

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1** Approve Naming Facility and Appoint Screening Committee

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

**14.2 Educational Services:**

**Action:** Adopt Resolution No. 11-06: A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District

- 14.2.1** This item was moved up on the agenda.  
Vaughn, Silva. **Vote:** Yes-7; No-0.

**14.3 Human Resources:**

- 14.3.1** Approve the Tentative Agreement between the Tracy Educators Association and Tracy Unified School District for the 2011-12 School Year

TEA President, John Anderson, commented that this had overwhelming approval. He thanked the leaders of TUSD and their negotiating team. It is a win for students because they won't lose any instructional days.

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

- 14.3.2** Approve New Job Description for ISET Network Systems Specialist

**Action:** This item was pulled. **Vote:** None.

**Board Reports:**

Trustee Silva attended the West v. Tracy football game. He congratulated both teams. It was a great game and good to see Tracy sportsmanship. Trustee Swenson commented that the Lions Club appreciated the big crowd. They took in approximately \$2500 to \$3000 which goes to the Tracy High athletics. He had lunch at FEAST last Thursday and the next four Thursday they will be serving lunch. Trustee Guzman attended the game too. He enjoyed it and the next day attended the water polo match between Tracy and West. There was a great crowd. Trustee Vaughn passed. Trustee Costa passed. Trustee Crandall mingled with the Class of 1971 from Tracy High and attended their tour of the new buildings. The furthest visited was from Florida. He also attended the Tracy v. West game that was the 16<sup>th</sup> cross town classic. The last 3 or 4 were won by bulldogs. West was happy to bring the trophy home. After the game the Tracy High quarterback went to Sonic and ended up sitting with and visiting several West High team members that were there. It is nice to see them get along. Trustee Gouveia sat in on a diversity committee meeting and will have a report to the school board in the future. He attended his son's soccer game. He's glad everyone enjoyed the food at the Tracy v. West game.

**Superintendent Report:**

Dr. Franco reiterated that sportsmanship is very important. A lot of parents came to watch the Tracy v. West game. Next month is anti-bullying month. Director of Student Services, Paul Hall, commented that there are several activities planned throughout the month. At high school home games they will perform an anti-bullying skit. On October 18<sup>th</sup> they have the "mix it up" lunch. There will be ongoing activities. He's like to thank the entire committee for all of their efforts.

Dr. Franco also commented that Karen Alcorn will be leaving West High and Bob Wallace will be filling in as Interim Assistant Principal. He is a former superintendent and he will help out until a permanent person is hired. CSEA will be having their first fundraiser at Kinder’s on October 27<sup>th</sup>.


8:45 p.m.

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Clerk	Date
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# EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent  
From:  Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
Date: October 3, 2011  
Subject: **Receive Report on Proposed Plans for Requiring Tickets for the 2012 Comprehensive High School Graduation Ceremonies**

**BACKGROUND:** Comprehensive High School graduation ceremonies have been held during the morning hours on the Saturday following the last day of school, of the school year. Temperatures in the afternoon are typically hot and uncomfortable. In addition, large numbers of people attend the graduation ceremonies, exceeding stadium capacity, leading to safety concerns.

**RATIONALE:** This school year, John C. Kimball High School will be holding a graduation ceremony for their first graduating class. Thus, a third comprehensive high school graduation ceremony will be conducted by the District. In order to address safety concerns due to large numbers of people in attendance and exceeding stadium capacity at all three of the comprehensive high school graduation ceremonies, the District is proposing a plan to require tickets beginning with the 2012 graduation ceremonies. The report will present recommendations for a proposed plan to require tickets for the 2012 comprehensive high school graduation ceremonies and plans for implementing the use of tickets. This agenda item supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, and District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.


**FUNDING:** There is no cost to the District to receive this report.

**RECOMMENDATION:** Receive Report on Proposed Plans for Requiring Tickets for the 2012 Comprehensive High School Graduation Ceremonies

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:**  Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** September 29, 2011  
**SUBJECT:** **Receive Report Requesting Approval of Substantive Changes to the Charter School Currently Known as Kaplan Academy California - North Central California**

**BACKGROUND:** Kaplan Academy of California – North Central California is a district approved charter school (6-12) which currently provides services to students from within and surrounding communities of the Tracy Unified School District. The charter was approved by the Board and began operation in August 2009. This charter is approved through May 2014. The Executive Director will present the suggested “substantive changes” to the existing charter.

**RATIONALE:** Kaplan Academy of California – North Central California has petitioned the District and has requested to make “substantive changes” to the current charter. Per the terms of the charter, sole service and curriculum were provided by Kaplan. Since Kaplan no longer provides these services to the Kaplan Academy of California, California Virtual Education Partners (CaVEP), the non-profit organization for the Kaplan Charter School in California, has made changes to the curriculum, office work and learning management systems. As a result of these changes, CaVEP is also requesting a change to the name of the charter to California Pacific Charter Schools - North Central California (CALPAC). This 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:** Not applicable.

**RECOMMENDATION:** Receive Report Requesting Approval of Substantive Changes to the Charter School Currently Known as Kaplan Academy California – North Central California

**Prepared by:** Linda Dopp, Director of Alternative Programs



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** September 21, 2011  
**SUBJECT:** Conduct a Public Hearing Regarding Implementing Flexibility Authorized by SBX3 4

**BACKGROUND:** A public hearing is to be held to take testimony on the use of these funds, and for the permitting of categorical funding to be used for salaries & related expenditures and educational purposes. The Enacted 2008/09 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorizes school districts to use funding received from the State for Tier Three programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for seven years from 2008/09 through 2014/15 by Education Code 42605.

**RATIONALE:** The Enacted 2008/09 California State Budget reduces funding to education by \$8.6 billion. Education Code 42605 provides school districts the flexibility to use funds from Tier Three programs to other educational programs as deemed necessary. The State of California requires the Board of Education to approve the flexibility of the categorical funding on a yearly basis.


**FUNDING:** Not applicable.

**RECOMMENDATION:** Conduct a Public Hearing Regarding Implementing Flexibility Authorized by SBX3 4.

**Prepared by:** Reed Call, Director, Financial Services



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:**  Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** September 29, 2011  
**SUBJECT:** **Conduct a Public Hearing Requesting Approval of Substantive Changes to the Charter School Currently Known as Kaplan Academy California - North Central California**

**BACKGROUND:** A Public Hearing requirement is a necessary component of the Charter Process when a district sponsored charter school intends to make “substantive changes” to the existing charter. Kaplan Academy of California – North Central California is an approved charter school (6-12) which currently provides services to students from within and surrounding communities of the Tracy Unified School District. The Charter began operation in August 2009 and is approved through May 2014.

**RATIONALE:** Kaplan Academy of California – North Central California has petitioned the District and has requested to make “substantive changes” to the current charter. Per the terms of the charter, sole service and curriculum were provided by Kaplan. Since Kaplan no longer provides these services to the Kaplan Academy of California, California Virtual Education Partners (CaVEP), the non-profit organization for the Kaplan Charter School in California, has made changes to the curriculum, office work and learning management systems. As a result of these changes, CaVEP is also requesting a change to the name of the charter to California Pacific Charter Schools - North Central California (CALPAC). This 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:** Not applicable.

**RECOMMENDATION:** Conduct a Public Hearing Requesting Approval of Substantive Changes to the Charter School Currently Known as Kaplan Academy California – North Central California

**Prepared by:** Linda Dopp, Director of Alternative Programs



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 30, 2011  
**SUBJECT:** **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

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

1. Tracy Unified School District/Tracy High School ASB: From: Tracy Performing Arts. The donation is in the amount of \$1,062.00 (ch. #2656). This donation will be used for Tracy High School Drama/ITS.
2. Tracy Unified School District/Tracy High School ASB: From: Rhodes-Stockton Bean Co-Op. The donation is in the amount of \$500.00 (ch. #8946). This donation will be used for the Tracy High School Douglas V. Henseley Scholarship.
3. Tracy Unified School District/Tracy High School ASB: From: Ramirez Bypass Trust. The donation is in the amount of \$500.00 (ch. #203). This donation will be used for Tracy High School Football.
4. Tracy Unified School District/Villalovoz and South/West Park: From: The Boys & Girls Clubs of Tracy. The donation is in the amount of \$1,234.07 (ch. #90-3772-1211). This donation will be used for the purchase of two HP 6200 CPU's (one at each site).
5. Tracy Unified School District/West High School: From: John and Barbara Danielson. The donation is in the amount of \$500.00 (ch. #1451). This donation will be used for the West High School Chemistry Department.

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



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

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

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

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 30, 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:                Progressive Services, Inc. dba Progressive Roofing  
       Site:                    South/West Park Elementary  
       Item:                    Notice of Completion  
       Services:               Contractor re-roofed and replaced the gutters and downspouts over the library.  
       Cost:                    \$17,474.00            Change Orders: \$0.00    Total Contract: \$17,474.00  
       Project Funding:       Deferred Maintenance 11/12
- 
- B.     Vendor:                Wilson Architecture, Inc.  
       Site:                    Kimball High School  
       Item:                    Agreement  
       Services:               Architectural services to convert existing shop classroom into two (2) separate classrooms.  
       Cost:                    \$13,500.00 + reimbursables  
       Project Funding:       Developer Fees and State School Building Fund
- 
- C.     Vendor:                Atkinson, Andelson, Loya, Ruud & Romo  
       Site:                    District Education Center  
       Item:                    Legal Services  
       Services:               Provide Legal Services to Tracy Unified School District  
       Cost:                    Not to exceed \$30,000.00  
       Project Funding:       General Fund
- 
- D.     Vendor:                Lowest Responsible Bidder  
       Site:                    Bus Yard and Parking Lot  
       Item:                    Agreement  
       Services:               Contractor to provide asphalt paving, patch/overlay and seal/stripping to the bus yard and parking lot area.  
       Cost:                    To Be Determined by the Lowest Responsible Bidder Provided  
       Project Funding:       Deferred Maintenance 11/12 and General Fund
-



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 30, 2011  
**SUBJECT:** **Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

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

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

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A. Vendor: AMS.NET  
Site: Multiple Schools - Project #2011-009 Cisco IP Security Camera  
Item: Change Order #2  
Services: Scope of work documented on the change order summary  
Cost: \$30,525.10  
Project Funding: Measure S Bond Funds

---

B. Vendor: Bockmon & Woody Electric Company  
Site: Poet School – Project #2011-005  
Item: Notice of Completion  
Services: Contractor provided the cabling communications infrastructure modernization as required in their agreement.  
Cost: \$91,503.00 Change Orders: \$10,830.88 Total Contract: \$102,333.88  
Project Funding: Measure S Bond Funds

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C. Vendor: Bockmon & Woody Electric Company  
Site: Various School Sites – Project #2011-007  
Item: Notice of Completion  
Services: Contractor provided the cabling communications infrastructure modernization as required in their agreement.  
Cost: \$81,600.00 Change Orders: \$6,329.60 Total Contract: \$87,929.60  
Project Funding: Measure S Bond Funds

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# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** September 30, 2011  
**SUBJECT:** Approve Assembly, Service, Business and Food Vendors

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

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

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

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

**FUNDING:** Per attached summary of requisitions.

**RECOMMENDATIONS:** Approve Assembly, Service, Business and Food Vendors

PREPARED BY: Cindy Everhart, Facility Use Secretary

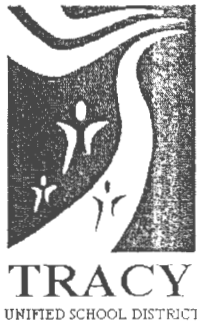
Board Approved	Vendor	Insurance Expires
<b>*FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY</b> <b>See specifics below</b>		
<b>*ADDING NEW VENDORS FOR BOARD APPROVAL:</b>		
	City of Tracy Police Dept. "What not to bring to School" program. Irene Rose -831-4550	6/1/2012
	Main Street Music, Inc. - Ken Cefalo, 835-1125, kencefalo@yahoo.com, www.tracyrocks.com	6/3/2012
	Rumors Productions - Jenna Teyshak/Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2012
<b>↓ APPROVED LIST BELOW ↓</b>		
8/28/07	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	12/1/2011
10/9/07	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
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www:gicgraphicwear.com, 723-9817	1/9/2012
8/25/09	Soul Shoppe, Vicki Abadesco, 415.333.9347, info@soulshoppe.com	2/1/2012
9/13/2011	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2012
9/13/2011	Family Resource & Referral Center, Mona Perez-461-2721. First 5 Info-Healthy Eating habits, activities to promote good health.	3/17/2012

Board Approved	Vendor	Insurance Expires
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, <a href="http://www.sparklesdelight.com">www.sparklesdelight.com</a>	5/1/2012
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, <a href="http://www.raviolitheclown.com">www.raviolitheclown.com</a>	5/1/2012
5/10/11	DJ Ran Productions-Mobile Disc Jockey Services. <a href="mailto:djran@mail.com">djran@mail.com</a> , <a href="http://www.djran-tracy.webs.com">www.djran-tracy.webs.com</a> , 229-3802, <a href="mailto:djranproductions@live.com">djranproductions@live.com</a>	5/1/2012
9/13/2011	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2012
9/13/2011	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, <a href="mailto:jennwhip29@hotmail.com">jennwhip29@hotmail.com</a> , <a href="mailto:julie@athleticperfectioncheer.com">julie@athleticperfectioncheer.com</a> , <a href="http://www.athleticperfectioncheer.com">www.athleticperfectioncheer.com</a>	5/14/2012
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , <a href="mailto:jc@teentruthlive.com">jc@teentruthlive.com</a>	5/18/2012
5/24/11	Café Art - Julie (925) 373-0222, <a href="mailto:admin@ceramic-cafeart.com">admin@ceramic-cafeart.com</a> , <a href="http://www.ceramic-cafeart.com">www.ceramic-cafeart.com</a>	5/26/2012
9/13/2011	Rachel's Challenge, Inc., Anti-Bulling, Character & Kindness Program. Tim Kiehne, 877-895-7060 x 709, <a href="mailto:tim@rachelschallenge.org">tim@rachelschallenge.org</a> , <a href="http://www.rachelschallenge.org">www.rachelschallenge.org</a>	5/26/2012
12/14/10	David Greenberg - Author - 360-560-7766. fax # 503-842-1290. <a href="mailto:authilus@teleport.com">authilus@teleport.com</a> . <a href="http://www.authorsillustrators.com/greenberg/greenberg.htm">www.authorsillustrators.com/greenberg/greenberg.htm</a>	6/18/2012
4/12/11	LMG Attractions-Dave Tillman, DJ Services, <a href="http://www.lmgattractions.com">www.lmgattractions.com</a> , 275-0226	8/1/2012
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) <a href="http://www.assemblyline.com/index.html">www.assemblyline.com/index.html</a> <a href="mailto:bureau@assemblyline.com">bureau@assemblyline.com</a>	8/20/2012
4/12/11	John Searle - Stage Workshops, <a href="mailto:johnsearles1@aol.com">johnsearles1@aol.com</a> , <a href="http://www.johnsearlesfights.com/index.shtml">www.johnsearlesfights.com/index.shtml</a>	8/31/2012
9/27/11	Marcel Eiland- DJ Services - 408-667-7803, <a href="mailto:maen3wera@gmail.com">maen3wera@gmail.com</a>	9/8/2012
1/25/11	Sorren Bennick Productions - Power of One Anti-Bullying Program, Sorren Bennick 1-866-816-5808, <a href="mailto:sorenbennick@sorenbennick.com">sorenbennick@sorenbennick.com</a> ; To view a video clip of the show, go to <a href="http://www.sorenbennick.com">www.sorenbennick.com</a> ; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact".	9/18/2012



Board Approved	Vendor	Insurance Expires
3/8/11	Peacemakers - Paul Hall -phall@tUSD.net or Kevin James -kev4jam@sbcglobal.net	11/1/2012
9/27/11	New Creation Bible Fellowship-Kevin James-408-595-5704, www.ncbfracy.org. Power Zone Camp	9/1/2013
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 or Tom Simpson 612-4222. 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		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not		
<b>FOOD VENDORS:</b>		
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		
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com,	12/1/2011
8/23/11	How Ya Bean-Paul Vogt-681-1790, paul_vogt@howyabean.com 14 coffee, espresso, smoothies	2/11/2012

Board Approved	Vendor	Insurance Expires
5/24/11	American Dog - Ray Rhead, 834-1364, ameridogg@comcast.net	4/23/2012
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2012
<b>*Section 308.3 Open Flame.</b> A person shall not utilize or allow to be utilized, an open flame in <b>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not</b>		



# EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent  
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services and  
Human Services  
DATE: September 20, 2011  
SUBJECT: **Ratify Contract with Rick Bledsoe, ATP**

**BACKGROUND:** Special education students may require specialized instruction and support from outside service providers. The District has contracted with Augmentative and Assistive Communication Specialists in previous years to provide augmentative communication support to children with autism. Rick Bledsoe is currently providing augmented communication services to children with autism via their IEP's, with the possibility of more students requiring his specialized skills. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

**RATIONALE:** These particular children continue to require specialized services in the area of augmented communication and the District does not have any personnel with the appropriate skills or knowledge to provide student and staff training in the area of augmentative communication. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports District Goal 3: Provide a safe and equitable learning environment for all students and staff and Goal 7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Expenses for this contract are billed at \$120.00 per hour to include evaluations and IEP meeting attendance. Total contract expenses will not exceed \$26,000.00 from July 1, 2011 through June 30, 2012. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with Rick Bledsoe, ATP

**Prepared by:** Dr. Janet Skulina, Director of Special Education

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Rick Bledsoe, ATP**, 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: **Augmented communication specialist consultation to IEP team; augmented communication assessments. Services include direct contact with pupil for training and use of speech-generating device; training and consultation on the use of the device to team members including parent(s), teacher, aides, occupational therapist, District SLP and behaviorist. Services also include attendance at IEP meetings and report writing.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **216.67 HOURS per year** under the terms of this agreement at the following location: any and all school sites in TUSD or the contractor's home office.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay **\$120.00 per HOUR for direct contact and training; \$120.00 per HOUR for IEP and staff meeting attendance, programming of augmentative devices; not to exceed a total of \$26,000.00** for this contract. 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 \$\_\_\_\_\_ 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 invoices or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2011, and shall terminate on June 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from,

or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

#### AGREED:

\_\_\_\_\_  
Consultant Signature (1)

See completed W-9

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Special Education  
Title

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

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval


\_\_\_\_\_  
Date Approved by the Board

**Send all copies to the Business Office:**

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:**  Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
& Human Resources  
**DATE:** September 28, 2011  
**SUBJECT:** **Approve Overnight Travel for Kimball High School (KHS) Leadership Class to Attend Leadership Disney at the Disneyland Resort in Anaheim, CA November 10-12, 2011**

**BACKGROUND:** The Kimball High School (KHS) Leadership class would like to attend the the Leadership Disney program held at the Disneyland Resort (Marriot) in Anaheim, CA November 10-12, 2011. Forty (40) students and two (2) advisors will attend this event. Students will travel to Anaheim, CA on the morning of November 10 and return home on November 12. The students will attend the event via charter bus. Supervision will be provided by the advisors. KHS leadership students have chosen to attend this event due to the unique venue and the team building opportunities afforded to the students who attend. This decision was made after KHS leadership students learned of the event from other schools in our area who also attend Leadership Disney. During their visit, the KHS leadership class will meet with Grossmont High School (San Diego, CA) for a chance to share and collaborate on student activity events and planning.

**RATIONALE:** As part of our commitment to improving and growing student leaders, we are excited to be a part of this opportunity to learn from a nationally recognized leadership development organization (Disney). At the same time, students will be interacting with other high schools from across California. This will allow them to gain insight and knowledge into activity ideas and organizational strategies for school events from the perspective of other student leaders. Additionally, KHS leadership students and the advisor will be able to network with high school students from various areas of California as they share ideas and learn what other schools are doing on their respective campuses. This meets Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student groups is closed; and Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.


**FUNDING:** There will be no cost to the District. The total cost per participant will be \$150.00, which includes training materials, park entrance, and transportation. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this event.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School (KHS) Leadership Class to Attend Leadership Disney at the Disneyland Resort in Anaheim, CA November 10-12, 2011

**Prepared by:** Cheryl Domenichelli, Principal, Kimball High School.



# EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent  
FROM:  Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
DATE: September 20, 2011  
SUBJECT: **Ratify Master Contract with Spectrum Center, Inc., NPS**

**BACKGROUND:** Three Tracy Unified students with IEPs attend Spectrum Center School, a nonpublic program for students with exceptional needs. The IEP teams for the students determined that the needs of these children could not be met in a public school placement at this time. This is an extension of previously approved contracts. Ratification is requested to prevent a lag in services, per state and federal law.

**RATIONALE:** Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the students' needs for intensive intervention. This request supports District Goal #3: Provide a safe and equitable learning environment for students and staff.

**FUNDING:** The total contract expenses for this school year includes per diem costs for basic education and related services including one on one aide time, speech and language and occupational therapy. Expenses will not exceed \$152,283.00. Seventy percent of contract expenses will be reimbursed by the San Joaquin County SELPA. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract with Spectrum Center, Inc., NPS

**Prepared by:** Dr. Janet Skulina, Director of Special Education.

# AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

## MASTER CONTRACT

Contract year 2011/2012

Contract Number \_\_\_\_\_

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

This Master Contract is made and entered into this 1st day of July 2011 between Tracy Unified School District (Public Education Agency) County of San Joaquin, herein after referred to as the "LEA" (district, county office of education or special education local plan area, and Spectrum Center, Inc. (Nonpublic, nonsectarian school/agency), herein after referred to as "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code Sections 56157 and 56365-56366.5. It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement is executed between LEA and CONTRACTOR on behalf of such individual or interim verbal or written approval is given to the CONTRACTOR by a representative of the LEA.

A current copy of the Contractor's California Department of Education Nonpublic School/Agency Certification is attached hereto.

If the pupil is enrolled with the contractor with the approval of the LEA prior to agreement to a contract or individual service agreement, the LEA shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated.

CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this contract.

## CONTRACT RELATIONS AND INSURANCE PROVISION

### 1. MODIFICATIONS AND AMENDMENTS

This contract may be modified or amended by a written document executed by CONTRACTOR and LEA. This contract shall include an Individual Service Agreement developed for each pupil who is scheduled to receive special education and/or designated instruction and services through a nonpublic, nonsectarian school or agency. Changes in any educational instruction, services, or placement provided under the contract may only be made on the basis of revisions to a pupil's Individualized Education Program. At any time during the term of the contract, the parent, nonpublic school, nonpublic agency, or LEA may request a review of a pupil's Individualized Education Program, subject to all procedural safeguards required by law. Changes in the administrative or financial agreements of the contract which do not alter the Individual Service Agreement that outlines each pupil's educational instruction, services, or placement may be made at any time during the term of the contract, as mutually agreed in writing by CONTRACTOR and LEA.

### 2. NOTICES

All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid.

Notices to CONTRACTOR shall be addressed to:

Gail Debiec, Chief Operations Officer

Name

SPECTRUM CENTER 244-7536-0

Nonpublic School/Agency State ID

16360 San Pablo Ave.

Address

San Pablo, CA 94806

City/State/Zip

510/741-5440

Phone

20-1477571

Tax ID #

Notices to LEA shall be addressed to:

Aida Jauregui

Name

Tracy Unified School District

LEA

1875 West Lowell Avenue

Address

Tracy, CA 95376

City/State/Zip

209-830-3270

Phone



If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt by addressee.

### **3. SUBCONTRACT AND ASSIGNMENT**

CONTRACTOR shall neither enter into subcontracts or assignments for any of the work contemplated under this contract nor assign this contract without notifying LEA. Such approval shall be attached and made part of this contract. This contract binds the successors, assignees, agents, and representatives of CONTRACTOR. Sub-contracts may be entered into only with written authorization by the LEA and shall not be unreasonably withheld.

### **4. INDEPENDENT CONTRACTOR STATUS**

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

### **5. CONFLICTS OF INTEREST**

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

### **6. TERMINATION**

This Master Contract may be terminated for cause which shall include non-maintenance of current NPS/NPA certification. To terminate the contract either party shall give twenty (20) calendar days written notice. Upon termination without default of CONTRACTOR, LEA shall pay, without duplication, for all services performed and expenses incurred to date of termination.

In consideration of this payment, CONTRACTOR waives all rights to any further payment or damage, and shall turn over to LEA everything pertaining to its services hereunder possessed by CONTRACTOR or under its control at the time of termination.

Individual Service Agreements may be terminated without advance notice if both parties agree to do so in writing.

The LEA shall not terminate Individual Service Agreements because of the availability of a public class initiated during the course of the individual service agreement unless the parent agrees to the transfer of a pupil to a public school program.

### **7. INSPECTION AND AUDIT**

CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records, or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records are maintained by CONTRACTOR for five (5) years and are available for audit.

### **8. INDEMNIFICATION**

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such

loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

#### **9. INSURANCE**

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$250,000 for each person and \$1,000,000 combined single limit for all damages arising from each accident or occurrence and \$1,000,000 for all damages arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this contract CONTRACTOR shall provide LEA with certificate of insurance and written endorsements of insurance in a form approved by LEA. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material changes in the above specified coverage to the LEA at least twenty (20) calendar days before cancellation or material change. CONTRACTOR shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law. CONTRACTOR shall maintain professional liability insurance in an amount and form approved by LEA. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract. CONTRACTOR shall be responsible for verifying that Commercial General Liability (including non-owned auto), Auto Liability, Workers' Compensation (as required by California Labor Code), and Professional Liability, as required in this contract, is maintained by any subcontractors that the CONTRACTOR may retain.

#### **10. GENERAL PROVISIONS**

No charge of any kind to parents shall be made by CONTRACTOR for educational activities and related services specified on the pupil's IEP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Service Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the extra-curricular activity takes place during a school vacation or holiday, pupils, not participating in the extra-curricular activity, shall continue to receive special education and related services as set forth in their Individualized Education Programs.

#### **11. DEFINITIONS**

For the purpose of this contract, "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

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

#### **12. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS**

CONTRACTOR shall provide appropriately credentialed teachers, licensed professionals and individuals eligible for NPA/NPS certification, and class size consistent with California laws and regulations unless a written waiver has been granted by the California Department of Education with respect to state laws and regulations, or by the LEA.

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agent, and sub-contractors and shall provide the LEA with a list of professional staff and copies of credentials, licenses, and/or registration numbers held by its employees, sub-contractors, and agents. Contractor will notify the LEA if any change in professional staff or credentialing of staff occurs within forty-five (45) days of change. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing.

### **13. CALENDARS**

CONTRACTOR shall submit a calendar with the total number of billable days not to exceed the total indicated on the rate schedule contained in this contract. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the Individual Service Agreement for each pupil.

### **14. INSTRUCTIONAL MINUTES**

The minimum total number of instructional minutes per school day provided by CONTRACTOR shall meet the requirements of the Education Code unless otherwise specified on the student's Individualized Education Program. The number of instructional minutes shall be exclusive of recess, lunch, and passing time.

(Minimum minutes as defined in Education Code Sections 46112, 46113, 46114, 46142: 180 instructional minutes per day for pre-kindergarten. 180 instructional minutes per day for kindergarten. 240 instructional minutes per day for elementary grades one through six. 240 instructional minutes per day for secondary grades seven through twelve.)

The total number of annualized minutes of instruction shall be equivalent to those specified in the Education Code.

### **15. EDUCATIONAL PROGRAM**

LEA shall provide CONTRACTOR with a copy of each pupil's Individualized Education Program. CONTRACTOR shall provide pupils a program of educational instruction and services within the nonpublic school, or nonpublic agency, which is consistent with each pupil's Individualized Education Program as specified in each pupil's Individual Service Agreement. The general program of instruction provided to pupils under the Individual Service Agreements shall be responsive to the LEA's required sequence of courses and related curriculum for pupils. CONTRACTOR'S general programs of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this contract. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the pupil's IEP. CONTRACTOR shall ensure that individual transition plans are completed for all pupils over the age of 14 years.

Designated instruction and services provided by a NPS or NPA will only be provided during the period of the pupil's regular or extended school year program, or both, unless otherwise specified by the pupil's Individualized Education Program.

### **16. COMPLIANCE WITH LAWS AND REGULATIONS**

CONTRACTOR shall abide by state laws and regulations and LEA policies on corporal punishment, pupil transfer, suspensions and expulsions, including positive behavioral interventions.

### **17. ATTENDANCE REPORTING**

CONTRACTOR shall keep attendance of each pupil daily and shall report attendance monthly to LEA using CDE approved methods. Original and copies of such forms shall be filed with monthly invoices to LEA within thirty (30) days after the last day of each month. Separate attendance forms must be submitted for all related services as specified on Individualized Education Programs.

Original attendance forms submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said form(s). CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.

### **18. MONITORING**

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

## **19. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental visits to all of contractor's facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORS operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home, including, but not limited to, holidays and weekends. Contractor shall ensure that parental visits are in agreement with court order, if any.

## **20. PAYMENT FOR ABSENCES**

Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance."

### **Excused Absence:**

No later than the 10<sup>th</sup> consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 10<sup>th</sup> day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 10<sup>th</sup> consecutive day of absence. The LEA shall not be responsible for *full* payment for more than ten (10) cumulative days of excused absences in one semester unless a written time extension is granted by LEA.

LEA shall not be responsible for payment for days of unexcused absences.

All excused absences must be verified and the documentation must be kept for at least five (5) years from the date of origination.

Only the individuals listed below may verify the reason for absence:

- a. School or public health nurse
- b. Physician
- c. Principal
- d. Teacher
- e. School employee assigned to make such verification
- f. Student eighteen years of age or over
- g. Parent

Any reasonable method which established the reason for the absence may be used:

- a. Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
- b. Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)

Standards for excused absences are defined in the Education Code. CONTRACTOR is responsible for verification of excused absence in accordance with current requirements.

### **Positive Attendance:**

A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.

## **21. GENERAL PROGRAM OF INSTRUCTION**

If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specified levels of proficiency in basic skills as measured by LEA approved proficiency tests. For pupils in grades 9, 10, 11, and 12, CONTRACTOR shall administer proficiency tests in accordance with LEA testing dates. LEA shall provide at least thirty (30) days advance notice to the contractor of the dates(s) by which such testing shall be completed.

At the close of each semester, for pupils in grades 9, 10, 11, and 12, CONTRACTOR shall prepare transcripts and submit them to the pupil's school of residence for evaluation of progress toward completion of diploma requirements.

**22. LEA PUPIL CHANGE OF RESIDENCE**

Within 3 days after CONTRACTOR becomes aware of pupil's change of residence, CONTRACTOR shall notify LEA, on forms provided by LEA, of said change of residence. CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes of pupil's residence.

If CONTRACTOR fails to follow these notification procedures, CONTRACTOR shall not be compensated for services delivered after CONTRACTOR became aware of pupil's change of residence to another district.

**23. WITHDRAWAL OF LEA PUPIL FROM PROGRAM**

CONTRACTOR shall report by telephone to LEA if pupil is removed from school by the parent. CONTRACTOR shall confirm such telephone call in writing.

**24. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**25. MANDATED REPORTING REQUIREMENTS**

CONTRACTOR agrees to inform the LEA in writing when it becomes aware of circumstances that may require notification be made to other agencies if said agencies approve of communication. Such circumstances include, but are not limited to, allegations or suspicion of physical, sexual or emotional abuse, neglect or exploitation, injuries resulting from physical restraint, and Behavioral Emergency Reports. CONTRACTOR represents and warrants that all of CONTRACTOR'S staff, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.

CONTRACTOR agrees to provide annual training to all employee and volunteer staff regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities.

CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by mail within 24 hours of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member or school volunteer.

CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a pupil that may impact the pupil's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

**26. LEA PUPIL PROGRESS REPORTS**

Progress reports shall be sent by CONTRACTOR to LEA no later than December 1, 2011 and June 15, 2012. An updated report shall be submitted if there is no current progress report when pupils are scheduled for a review by the LEA's Individualized Education Program team or when a pupil's enrollment is terminated.

**27. MAINTENANCE OF RECORDS**

CONTRACTOR agrees, in the event of school or agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEP's, and results of proficiency testing.

**28. FACILITY MODIFICATIONS**

Any structural modifications required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.

**29. NON-DISCRIMINATION**

CONTRACTOR shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

**30. IEP TEAM MEETINGS**

CONTRACTOR will participate in all IEP meetings pertaining to students for whom it has service agreements, subject to at least 10 working days notice. CONTRACTOR will provide assessments and written assessment reports by service providers upon written request subject to at least forty (40) calendar days notice.

**31. DUE PROCESS PROCEEDINGS**

CONTRACTOR will participate in any state level due process activity including mediation or hearing when requested to participate by the parents or LEA for any child to whom the CONTRACTOR is or has provided service under this contract or other agreement.

**32. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

**33. PAYMENT DEMAND**

CONTRACTOR shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the California Department of Education. CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the attendance accounting period in which said services are actually rendered. LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice.

CONTRACTOR shall submit rebilling payment no later than 30 calendar days when an invoice is returned to the CONTRACTOR. In the absence of a contract or individual service agreement, a payment demand may be submitted as specified in Education Code 56366(c)(1).

**34. RIGHT TO WITHHOLD**

LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR, that: (A) CONTRACTOR'S performance, in whole or in part, either has not been carried out or is insufficiently documented; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (C) service is provided by personnel who are not appropriately credentialed/licensed or whose credential(s)/license(s) are not on file with LEA, Unit; (D) records required by LEA prior to school closure have not been received; (E) properly submitted payment demand is not received by LEA within thirty (30) days from the end of the attendance accounting period; (F) properly submitted rebilling payment demand is not received by LEA within thirty (30) calendar days from the date that the invoice is returned to the CONTRACTOR. If LEA expresses intent to withhold payment, CONTRACTOR shall have thirty (30) days from date of receipt of said writing herein above referred to, to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, LEA shall agree to an extension of thirty (30) days for correction.

**35. AUDIT EXCEPTIONS**

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to LEA within thirty ( 30 ) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable to CONTRACTOR'S failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.

**36. BILLING PROCEDURES**

EC Section 56566.5(a) If the LEA fails to comply with subdivision (a) (payments within 45 days of request for payment of services), the Contractor may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made.



## Payment Provision

### Rate Schedule - Perdiem

### 2011-2012 Perdiem Rates

Education service(s) offered by Spectrum Center, and the charges for such service(s) during the term of 2011-2012, shall be as follows:

A. Basic Education Program		Billable Days/Year	Period
Perdiem	\$186.00	210	July 1, 2011 - June 30, 2012
B. Related Services			
1 a. Transportation	district shall pay third party costs plus 10% admin fee		
2 a. Adaptive Physical Education-Individual & Consult	\$41.00	1/2 hr session	_____
b. Adaptive Physical Education-Group	\$29.00	1/2 hr session	_____
c. Adaptive Physical Education Evaluation	\$136.00		_____
3 a. Language/Speech Therapy-Individual & Consult*	\$43.00	1/2 hr session	_____
b. Language/Speech Therapy-Group	\$28.00	1/2 hr session	_____
c. Language/Speech Therapy Evaluation	\$299.00		_____
4 a. Occupational Therapy-Individual & Consult	\$53.00	1/2 hr session	_____
b. Occupational Therapy-Group	\$42.00	1/2 hr session	_____
c. Occupational Therapy Evaluation	\$377.00		_____
5 a. Individual Counseling	\$53.00	1/2 hr session	_____
b. Group Counseling	\$40.00	1/2 hr session	_____
6 a. One-to-One Instructional Aide	\$100.00	per day	_____
b. One-to-One Instructional Aide- Half Time	\$50.00	per day	_____
c. One-to-One Instructional Aide-Specialized Services	\$140.00	per day	_____

\*Includes Augmentative Services

In the event the contract is not renegotiated by June 30th, the rates listed with this contract will continue for up to 90 days from July 1 of the new fiscal year.

**37. OTHER PROVISIONS**

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

**38. INTEGRATION OF CONTRACT**

This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**39. GOVERNING LAW**

The terms and conditions of this contract shall be governed by the laws of the State of California.

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

This contract is effective on July 1, 2011 and terminates at 5:00 p.m. on June 30, 2012 unless sooner terminated as provided herein.

SPECTRUM CENTER, INC

LEA: TRACY UNIFIED SCHOOL DISTRICT

*Gail Debiec*

*Janet Skulnik*

By: Gail Debiec

By (print name): Janet Skulnik

Title: Chief Operations Officer

Title: Director of Special Education

Date: 7/29/11

Date: 9-12-11



**ADDENDUM TO MASTER CONTRACT/AGREEMENT  
2011-2012**

Subject to the remaining terms of the Master Contract, LEA hereby acknowledges and permits CONTRACTOR to subcontract with the independent contractors identified below to perform the Individual Service Agreements during the term of this Master Contract. CONTRACTOR agrees to notify LEA of any changes in the subcontractors identified in this addendum.

CONTRACTOR: Spectrum Center

By: *Gail Debiec*

Name: Gail Debiec

Title: Chief Operations Officer

LEA: Tracy Unified School District

By: *Janet Skulnik*

Name: Janet Skulnik

Title: Director of Special Education

**LIST OF 2011-2012 SUB-CONTRACTORS**

1. Progressus Therapy, Tiburon, CA
2. Communication Works, Oakland, CA
3. Professional Placement Resources, Inc.
4. 360 Degree Customer Inc., San Jose, CA
5. Lights On Learning Academy, Calistoga, CA
6. Monica C. Villar, San Francisco, CA
7. Monarch Speech and Language, Pleasant Hill, CA
8. Pediatric Contracting Services, Berkeley, CA
9. Transparent Therapy, Fair Oaks, CA



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services & Human Resources  
**DATE:** September 30, 2011  
**SUBJECT:** **Approve Agreement for Special Contract Services with San Joaquin County Office of Education for October 17, 2011 Inservice on Supporting English Learners in Content Areas.**

**BACKGROUND:** On August 11, 2011, one of the workshops provided for teachers was a workshop on Supporting English Learners in the Content Areas. During the Early Release Monday staff development time on October 17<sup>th</sup>, there will be a follow-up workshop for the teachers who attended the August 11<sup>th</sup> workshop. The original workshop was provided by Carol Anderson-Woo, but she is not available to do the follow-up on October 17<sup>th</sup>.

**RATIONALE:** The August 11<sup>th</sup> workshop on Supporting English Learners in Content Areas provided the participating teachers with training on specific strategies for scaffolding instruction to ensure that English Learner students understand and learn content area material. At the October 17<sup>th</sup> follow-up workshop the same teachers receive additional training on effective scaffolding strategies. Annie Duong will provide the English Learner training on October 17, 2011. Annie Duong is a staff developer with the Multilingual Office who has provided professional development on a variety of topics related to English Learners both in Tracy and across the county. This supports 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 Strategic Goal #7: Develop and use partnerships to achieve District goals.

**FUNDING:** \$300 paid by District EIA funds

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for October 17, 2011 Inservice on Supporting English Learners in Content Areas.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide one 2 hour inservice on Supporting English Learners in Content Areas on October 17, 2011
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 hours **Days(s)** (circle one), under the terms of this agreement at the following location Tracy Unified School District
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$300 per **HOUR/DAY** FLAT RATE (circle one), not to exceed a total of \$ \$300. 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 \$ \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ☐ ] **MONTHLY PROGRESS BASIS**, [ ☒ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 17, 2011, and shall terminate on October 18, 2011.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mamie Starr or designee, Division Director  
Title

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
SJCOE  
Address

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
PO Box 213030

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Stockton, CA

\_\_\_\_\_  
Date Approved by the Board


**Send all copies to the Business Office:**

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

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:**  Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 28, 2011  
**SUBJECT:** **Approve Overnight Travel for Kimball High School (KHS) Varsity Basketball Team to Attend the San Luis Obispo High School Basketball Tournament in San Luis Obispo, CA on December 1-3, 2011**

**BACKGROUND:** The Kimball High School (KHS) Varsity Boys Basketball team would like to participate in the San Luis Obispo High School tournament in San Luis Obispo, CA. Approximately fourteen (14) players and two (2) coaches will attend this event. Participants will travel to San Luis Obispo December 1 and will return on December 3, 2011. Players will travel, to and from the tournament, in a District van. The van will be driven by Joe Lawrence, Head Coach, and Chris Lomas, Assistant Coach, who will be chaperoning the trip. The basketball team will stay at the Sands Suites and Hotel in San Luis Obispo.

**RATIONALE:** The team will benefit from attending this tournament. The tournament will provide the players an opportunity to play teams outside of the section. Players will also be given the opportunity to tour Cal Poly State University. This meets Strategic Goal #1: Prepare all students for college and careers; and Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

**FUNDING:** There will be no cost to the District. The approximate cost for the trip will be \$2,300.00. The funds will come from the following fundraisers: Jaguar Basketball camp (held last summer) and the Junior Jags Basketball League (held last winter). Additional food or miscellaneous expenses will be paid for by the individual player.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School (KHS) Varsity Basketball Team to Attend the San Luis Obispo High School Basketball Tournament in San Luis Obispo, CA on December 1-3, 2011

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



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 29, 2011  
**SUBJECT:** Approve Funding for the REVISED Agriculture Incentive Grant for Tracy High School for the 2011-2012 School Year.

**BACKGROUND:** The State Department of Education requires that school districts submit applications in order to receive funding for the Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant, and that these applications be approved by the local school board. Such approval indicates that the Board agrees to follow all applicable regulations. The original Ag Incentive Grant was approved by the Board of Education at the June 14, 2011 Board meeting in the amount of \$11,632.00. Recently, the State adjusted the Ag Incentive Grant to include Year-Round employment for the Ag teachers. Therefore, the state has adjusted the original allocation of the Ag Incentive Grant by an additional \$8,000.00. Consequently, the state is granting Tracy Unified School District a revised Ag Incentive Grant allocation in the amount of \$19,632.00.

**RATIONALE:** The Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant provides additional money for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allowing students to attend leadership conferences from the national to the local level. By accepting these funds the District agrees to provide an inkind match of funds to the Tracy High agriculture program. This meets Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** California State Agriculture Incentive Grant - \$ 19,632.00

**RECOMMENDATION:** Approve Funding for the REVISED Agriculture Incentive Grant for Tracy High School for the 2011-2012 School Year.

**Prepared by:** Mr. Jason Noll, Principal, Tracy High School

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT**  
**2011-12 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2011)

**DATES OF PROJECT DURATION - JULY 1, 2011, TO JUNE 30, 2012**

Tracy

(School Site)

Tracy Unified

(District)

**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Agriculture Teacher  
Responsible for the Program

\_\_\_\_\_  
Signature of Principal

Contact Phone Number: (209) 830-3360 ext.2051

Date of Approval of Local Agency Board:

Funds Requested - Part I

\$5,000.00

Part II

\$2,632.00

Part III

\$0.00

Part IV

\$12,000.00

Part V

\$0.00

Total

\$19,632.00

Number of Different Agriculture Teachers at Site:

4

**PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION**

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	X	
2. Leadership and Citizenship Development	X	
3. Practical Application of Occupational Skills	X	
4. Qualified and Competent Personnel	X	
5. Facilities, Equipment, and Materials	X	
6. Community, Business, and Industry Involvement	X	
7. Career Guidance	X	
8. Program Promotion	X	
9. Program Accountability and Planning	X	

**Formal Variance Request must be included if requesting a variance.** A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.



## PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	
Three Teachers or More	\$5,000	\$5,000.00

## PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2010-11 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	329	\$2,632.00

## PART III - SAE AND RETENTION ALLOCATION

Number of State Degrees in 2010	4	
Percent of Students (R2) Receiving State Degree	1%	
SAE/Retention Standard Funds - If percentage of State Degree recipients is 5 percent or greater, then you are eligible for \$200 per degree awarded. Maximum of \$10,000.		FALSE

## PART IV - QUALITY CRITERIA 10-11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- \* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- \* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- \* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site:

4

List the Names of the Agriculture Teachers:

Laura Kelley

Pat Rooney

Jason Gentry

5.

Nikki Maddux

6.

Criterion 10 - Student/Teacher Ratio

Criterion 11A - Year-Round Employment

Criterion 11B - Project Supervision Period

Number Meeting  
Criteria

1

4

1

Amount  
Requested

\$2,000.00

\$8,000.00

\$2,000.00

TOTAL FUNDS REQUESTED PART IV

\$12,000.00

## PART V - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$3,000 (funds requesting) in space to the right.



PART VI - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		4,500.00	4,500.00
2			Subtotal for 4000	<b>\$4,500.00</b>	<b>\$4,500.00</b>
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation	4,500.00	4,500.00
4			2. Conferences	2,032.00	2,032.00
5			3. Meetings	2,000.00	2,000.00
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	<b>\$8,532.00</b>	<b>\$8,532.00</b>
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1. Computer lab	2,000.00	2,000.00
10			2. Woodshop Equipment	1000.00	1,000.00
11			3. Forestry/Biology lab	1,600.00	1,600.00
			4. Animal Science lab	2,000.00	2,000.00
12			5.		
13			Subtotal for 6000	<b>\$6,600.00</b>	<b>\$6,600.00</b>
14			Total for 4000-6000 Lines 2, 8, 13	<b>\$19,632.00</b>	<b>\$19,632.00</b>

TOTAL 2011-2012 Incentive Grant Allocation:

\$19,632.00

Part B - Complete this portion if a waiver of the matching requirement was granted:

Line	Acct No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries		
16	1000	Salaries	Teachers' Salaries for Project Supervision Period		
17	3000	Benefits	Benefits for the Above Items (1000)		
18			TOTAL		<b>\$0.00</b>

TOTAL Amount of Waiver Requested:



TRACY  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** *AK* Dr. Sheila Harrison, Assistant Superintendent of  
Educational services & Human Resources  
**DATE:** September 23, 2011  
**SUBJECT:** Approve Speech Therapy Agreement with University of the Pacific

**BACKGROUND:** We have encouraged Institutes of Higher Education to place students in our facility to fulfill their student teaching/internship experience with our school district. The term of this agreement shall be for a three-year period commencing October 12, 2011 and ending October 12, 2014.

**RATIONALE:** The student is to perform duties of a speech pathologist under the supervision of a Tracy Unified speech pathology supervisor. This agenda item meets strategic goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees, and goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

**FUNDING:** None.

**RECOMMENDATION:** Approve Speech Therapy Agreement with University of the Pacific.

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

**UNIVERSITY OF THE PACIFIC  
AND  
TRACY UNIFIED SCHOOL DISTRICT**

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**SPEECH THERAPY AGREEMENT**

THIS AGREEMENT entered into between the University of the Pacific and the Tracy Unified School District to provide speech therapy services to the Schools by Pacific student clinicians.

WHEREAS, the student clinician has completed the prerequisite didactic portion of the University curriculum in speech pathology and desires to participate in a student teaching/internship experience with the school district.

THEREFORE, in consideration hereof, it is understood and agreed by and between the parties as follows:

1. **PROFESSIONAL SERVICES TO BE PERFORMED:** The student is to perform duties of a speech pathologist under the supervision of the speech pathology supervisor. The student agrees to comply with the School District policies, procedures and regulations. The student agrees to perform services in a manner consistent with School District standards. Completion of School District records will be performed in a timely manner.
2. **TERM:** The term of this agreement shall be for a three-year term, commencing October 12, 2011 and ending October 12, 2014.
3. **TERMINATION BEFORE EXPIRATION DATE:** The School District will have the right to terminate this agreement should the student not perform according to District standards.
4. **NO EMPLOYER-EMPLOYEE RELATIONSHIP:** No relationship of employer and employee is created by this agreement. It is understood that the student shall have no claim under this agreement against the School District for vacation with pay, sick leave, retirement benefits, medical or dental insurance, worker's compensation benefits or social security contributions.

5. **INSURANCE AND INDEMNIFICATION:**

The School District agrees to defend, indemnify and hold harmless the University, its officers, students, agents and employees from and against all losses and expenses by reason of liability imposed by law upon the University for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons, or because of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, but not if such injuries to persons or damage to property are due or claimed to be due to the negligence of the University, its officers, agents or employees.

University agrees to defend, indemnify, and hold harmless the School District, its officers, students, agents and employees from and against all losses and expenses by reason of liability imposed by law upon the District for damages because of bodily injury, personal injury, including death at anytime resulting therefrom, sustained by any person or persons, or because of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, but not if such injuries to persons or damage to property are due or claimed to be due to the negligence of the School District, its officers, students, agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Dated: \_\_\_\_\_ by \_\_\_\_\_  
Administrator, Tracy Unified School District

Dated: \_\_\_\_\_ by \_\_\_\_\_  
Representative, UOP Department of Speech-Language Pathology



**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** September 30, 2011  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Alcorn, Karen

**CERTIFICATED MANAGEMENT**

Principal (Replacement)  
Art Freiler School  
Class LME 50, Step E  
\$81,696.90  
Funding: General

**BACKGROUND:**

None

**CERTIFICATED**

**BACKGROUND:**

Arce, Maria

**CLASSIFIED**

Clerk Typist II (New)  
\*Filled by current TUSD employee  
Tracy High School  
Range 27, Step E - \$16.16 per hour  
2 hours per day  
Funding: Tracy High ASB - Athletics

Brown, Dyan

Special Ed Para Educator I (Replacement)  
\*Filled by current TUSD employee  
Hirsch Elementary School  
Range 24, Step C - \$13.73 per hour  
4 hours per day  
Funding: Special Ed IDEA

Cortes-Alvarez, Jose

Utility Person II (Replacement)  
Kimball High School  
Range 35, Step A - \$16.16 per hour  
5 hours per day  
Funding: General Fund

De La Torre, Lydia

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

Gonzalez-Botello, Mario

Utility Person III (New)  
\*Filled by current TUSD employee  
Maintenance & Operations/Transportation  
Range 36, Step D - \$19.04 per hour  
8 hours per day  
Funding: Transportation-Special Ed 50%;  
General Fund 50%

Mendoza Jr., Salvador

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

Pahulu, Sandra

Bilingual Para Educator I (Replacement)  
Bohn Elementary School  
Range 24, Step A - \$12.51 per hour  
4 hours per day  
Funding: Economic Impact Aid

**RECOMMENDATION:** Approve Classified, Certificated and/or Management Employment

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
& Human Resources  
**DATE:** September 30, 2011  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified,  
Certificated, and/or Management Employment

## BACKGROUND:

NAME/TITLE

SITE

Alcorn, Karen  
Assistant Principal

WHS

## CERTIFICATED MANAGEMENT RESIGNATION

EFFECTIVE  
DATE

09/23/11

REASON

Accept Principal  
Position at Freiler School

## BACKGROUND:

NAME/TITLE

SITE

None

## CERTIFICATED RETIREMENT

EFFECTIVE  
DATE

## BACKGROUND:

NAME/TITLE

SITE

None

## CERTIFICATED RESIGNATION

EFFECTIVE  
DATE

REASON

## BACKGROUND:

NAME/TITLE

SITE

None

## CLASSIFIED RETIREMENT

EFFECTIVE  
DATE

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
De La Torre, Lydia Bus Driver/Cust./Grounds	Maint./ Transport.	09/28/2011	Accepted Utility Person III day position
Gonzalez-Botello, Mario Bus Driver/Cust./Grounds	Maint./ Transport.	09/27/2011	Accepted Utility Person III day position
Mendoza Jr., Salvador Custodian I	KHS	09/21/2011	Accepted Utility Person II position at KHS
Miller, Andrew ISET Technician II	ISET	10/5/2011	Personal
Potter, Susan Special Ed Para I	MVMS	10/6/2011	Personal
Velazquez, Rita IEP Para Educator I	WHS	09/30/2011	Personal
Zamora, Sonya Site Supervisor-Early Child Care and Development Ctr.	North Preschool	09/09/2011	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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** September 30, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with San Joaquin County Office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching for Two Elementary Principals from October 12, 2011 through June 30, 2012

**BACKGROUND:** Tracy Unified School District would like to contract with San Joaquin County Office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching in partnership with ACSA/NTC to provide leadership coaching for two elementary school principals for the 2011 – 2012 school year, beginning October 12, 2011. The CASST Leadership Coaching Program provides job-embedded support for principals focused upon the contextualization and implementation of research based instructional practices that leads to improved student achievement. The training occurs on school site and is completely individualized and situational, based upon the needs of the principal and the circumstances at each school site. Outcomes and goals are founded on the California Professional Standards for Educational Leaders (CPSEL's).

**RATIONALE:** The District would like to provide the CASST Leadership Coaching Program to the principals at Wanda Hirsch Elementary and Art Freiler Elementary Schools. The CASST Leadership Coaching Program provides one-on-one support to each principal for approximately six hours per month for 10 months. The District is committed to continue to improve principal quality and close the achievement gap. The model focuses upon the development of leadership, enhancing the coachee's ability to build a culture and commitment to implement the very best instructional practices, to build a professional community, and to sustain growth in student achievement. 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 Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Cost Not to Exceed: \$4,000.00. The District shall compensate San Joaquin County Office of Education (SJCOE) \$4,000.00 (\$2,000 per coachee). Title II – Improving Teacher Quality will provide the funding for this training.

**RECOMMENDATION:** Approve Agreement for Special Contract Services and Memorandum of Understanding (MOU) with San Joaquin County Office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching for Two Elementary School Principals from October 12, 2011 through June 30, 2012

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education (SJCOE) CASST Leadership Coaching Program (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: San Joaquin County Office of Education (SJCOE) will provide Leadership Coaching to Andrea Silva – Wanda Hirsch Elementary School and Karen Alcorn – Art Freiler Elementary School during the 2011 – 2012 fiscal year.
2. Contractor will provide the above services(s), as ~~outlined in Paragraph 1~~, for a period of up to a total of approximately 6 hrs./month for 10 months ( 6 ) **HOURS/MONTH** (circle one), under the terms of this agreement at the following location Wanda Hirsch Elementary and Art Freiler Elementary Schools.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$4,000 (\$2,000 per coachee) payments of \$2,000 are due by December 31, 2011 and June 15, 2012 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$4,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] **SHALL**; [ X ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ ] **MONTHLY PROGRESS BASIS**, [ X ] **TWO PAYMENTS DUE ON DECEMBER 31, 2011 AND JUNE 15, 2012** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 12, 2011, and shall terminate on June 15, 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) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

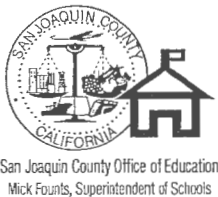
\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged:

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board



Addendum

Revised

MEMORANDUM OF UNDERSTANDING  
2011-12 Fiscal Year

San Joaquin County Office of Education  
CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching  
and  
Tracy Unified School District

This memorandum of understanding is written to describe and confirm the agreement between the San Joaquin County Office of Education (SJCOE) and Tracy Unified School District (TUSD). The purpose of this agreement is to establish Leadership Coaching for Tracy Unified School District.

This agreement is in effect October 11, 2011 – June 30, 2012.

San Joaquin County Office of Education agrees to:  
Provide Leadership Coaching during the 2011-12 fiscal year:

- Andrea Silva - Hirsch Elementary School
- Karen Alcorn - Freiler Elementary School

Tracy Unified School District agrees to:  
Compensate SJCOE \$4,000 (\$2,000 per coachee).  
Payments of \$2,000 are due by December 31, 2011 and June 15, 2012.

NON-DISCRIMINATION COMPLIANCE

The parties hereto agree not to discriminate on the basis of race, gender, religion, marital status, age, national origin or ethnicity, physical or mental disability, medical condition, sexual orientation or any other consideration regulated by federal, state or local laws in the selection, hiring or treatment of [apprentices and trainees, or anyone else involved with the apprenticeship or trainee program]. [employees, vendors, contractors, or suppliers].

Linda Myers  
Linda Myers, CASST Program Coordinator  
San Joaquin County Office of Education

9-20-11  
Date

Mamie Starr  
Mamie Starr, Director Operations  
San Joaquin County Office of Education

9-21-11  
Date

Sheila Harrison  
Sheila Harrison, Assistant Superintendent  
Tracy Unified School District

                      
Date

Addendum: Revised MOU changing start date to October 12, 2011.  
This is the date after the TUSD Board Meeting requesting approval of this MOU.



# HUMAN RESOURCES

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 4, 2011  
**SUBJECT:** **Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach at West High School for the 2011-2012 Fall Season**

**BACKGROUND:** There is a need in the athletic department at West High School for knowledgeable assistance to ensure all coaches can provide the players with a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

**RATIONALE:** Ronald Ramirez is uniquely qualified to assist and enhance the athletic programs at West High School. With over 20 years of coaching experience, he has extensive knowledge in all aspects of the day-to-day operations of the athletic program. The experience and enthusiasm he brings to the players and coaches will ensure the overall success and safety of the program. His duties will be assisting with daily practices, attending meetings and games. This agenda item needs to be ratified due to the mid-season decision to reimburse Mr. Ramirez for the vast amount of time he's been volunteering for the football program at West High School.

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

**FUNDING:** Mr. Ramirez's stipend will be paid by the District and reimbursed by the West High School ASB account and shall not exceed \$1,500.00

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Assistant Varsity Football Coach at West High School for the 2011-2012 Fall Season

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

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following

duties: Assist in daily coaching duties with varsity football team at West High School. Under direction of Varsity Head Coach, Ronald will assist in coaching of a position group & special teams during all varsity practices & games for the 2011 season.

2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of ONE HUNDRED (100) HOURS/DAY(S) (circle one), under the terms of this agreement at the following location Merrill West High School

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

A. District shall pay \$ 1500.00 per HOUR/DAY / FLAT RATE (circle one), not to exceed a total of \$ 1500.00. 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 at rates not to 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The term of this agreement shall commence on August 8, 2011, and shall terminate on December 10, 2011

5. This agreement may be terminated at any time during the term by either party upon fourteen (14) days written notice.

6. Contractor shall contact the District's designee, Matt Loggins at (209) 830-3370, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

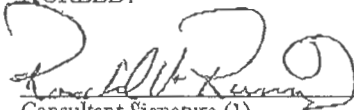
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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

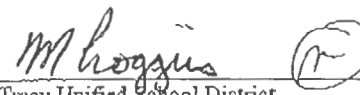
Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

  
 Consultant Signature (1)  
 Social Security Number or TIN number (2)  
 8-10-11  
 Date  
 Football Coach Varsity  
 Title  
 3089 N. TRACY BLVD  
 Address  
 Tracy, CA. 95376  
 City/State/Zip  
 (209) 914-3502  
 Phone Number

  
 Tracy Unified School District  
 7/27/11  
 Date  
 Athletic Director  
 Title  
 Account Number to be charged  
 Department/Site Approval  
 Budget Approval  
 Date Approved by the Board

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** September 21, 2011  
**SUBJECT:** **Approve accepting State categorical funds and implementing flexibility authorized by SBX3 4**

**BACKGROUND:** The Enacted 2008/09 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorizes school districts to use funding received from the State for Tier Three programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for seven years from 2008/09 through 2014/15 by Education Code 42605.

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

**FUNDING:** Not applicable.

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

**Prepared by:** Reed Call, Director, Financial Services





## BOARD BACK-UP TO FLEXIBILITY TRACY UNIFIED SCHOOL DISTRICT

### **Background Information:**

The Enacted 2008/09 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorizes school districts to use funding received from the State for Tier Three programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for seven years from 2008/09 through 2014/15 by Education Code 42605.

### **Rationale:**

The Enacted 2008/09 California State Budget reduces funding to education by \$8.6 billion. Education Code 42605 provides school districts the flexibility to use funds from Tier Three programs to other educational programs as deemed necessary. The State of California requires the Board of Education to approve the flexibility of the categorical funding on a yearly basis.

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

PROGRAM NAME	FORMER SACS RESOURCE CODE	AMOUNT OF TRANSFER	PROPOSED USE
Supplemental Hours	0000	\$ 797,370	Salaries and related expenditures
Community Day School	2430	\$ 94,215	Salaries and related expenditures for Willow Comm. Day School
CalSAFE	6092	\$ 276,791	Salaries and related expenditures, expenditures related to infant day care.
Community Based English Tutoring (CBET)	6285	\$ 108,684	Salaries and related expenditures
School Safety Block Grant	6405	\$ 246,198	Resources Officers & expenditures, related to school safety , salaries and related expenditures
Art & Music Block Grant	6760	\$ 231,467	Salaries and related expenditures for music teachers and related music expenditures at designated sites

Counselors, Grades 7-12	7080	\$ 508,307	Salaries and related expenditures for school site counselors
Gifted and Talented Ed. (GATE)	7140	\$ 112,814	Salaries and related expenditures for GATE teachers, related expenditures for the AP & IB program
PAR	7271	\$ 65,618	Professional Development
Morgan Hart 9 <sup>th</sup> Grade CSR	1200	\$ 39,587	Salaries and related expenditures
Certificated Staff Mentoring	7276	\$ 11,822	Salaries and related expenditures
International Baccalaureate	7286	\$ 20,820	Salaries and related expenditures, student expenditures related to the IB program
Math & Reading Training	7294	\$ 70,146	Salaries and related expenditures
Math & Reading Professional Develop	7296	\$ 67,138	Salaries and related expenditures, Professional development
Pupil Retention Block Grant	7390	\$ 354,097	Salaries and related expenditures for Stein Continuation High School
Teacher Credentialing Block Grant	7392	\$ 231,561	Salaries and related expenditures
Professional Development Block Grant	7393	\$ 455,817	Salaries and related expenditures
School and Library Improvement Block Grant	7395	\$ 708,645	Salaries and related expenditures
Adult Education	0639	\$1,021,178	Salaries and related expenditures, student expenditures related to the Adult Ed. program
CAHSEE Intervention Grant	7055	\$ 155,194	Salaries and related expenditures, salaries and related expenditures at WHS, THS, KHS, and site related expenditures
Instructional Material Realignment	7156	\$ 912,437	Salaries and related expenditures, standards-aligned texts or basic instructional materials
Targeted Instructional Improvement Block Grant	7394	\$ 434,919	Salaries and related expenditures, technology related expenses. Move to RS 0711
Deferred Maintenance	6205	\$ 585,794	Deferred maintenance match –salaries and related expenditures, CDE funding - expenditures related to deferred maintenance
<b>TOTAL</b>		<b>\$7,510,619</b>	



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** October 3, 2011  
**SUBJECT:** **Adopt Revised Board Policy and Administrative Regulation 3260 Fees and Charges (Second Reading, Intent to Adopt)**

**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 Board of Trustees reviewed proposed changes to Board Policy and Administrative Regulation 3260 Student Fees on August 9, 2011. Changes proposed at that time were recommended to comply with state law and to better align with accountability measures anticipated to be approved by the Governor within the next few months. Since that time, a large committee of site and district staff have reviewed the policy and regulation and recommended further changes.

**RATIONALE:** Insertions to the currently approved policy and regulation 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 (Second Reading, Intent to Adopt)

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

**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
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**CALIFORNIA CONSTITUTION**

Article 9, Section 5 Common school system

**CODE OF REGULATIONS, TITLE 5**

350	Fees <b>not</b> 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, registration as prescribed by the McKinney-Vento Homeless Assistance Act, 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.**

**Other proof of income may include paycheck stubs, a letter from an employer, social security or other pension benefits letters, unemployment letters or check stubs, court orders or agreements of support and tax returns voluntarily provided or if self-employed. However, if an applicant prefers not to provide tax information and the district representative believes there is insufficient evidence to grant an exemption from permissible fees, the exemption may be denied.**

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 ..... 2

General Rules ..... 3

Permissible Student Charges and Fees..... 4

Impermissible Student Charges and Fees ..... 10

## Overview

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

The California Constitution<sup>1</sup> 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 expense<sup>2</sup>. 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 law<sup>3</sup>.” 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 program<sup>4</sup>.

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.

---

<sup>1</sup> California Constitution, Article IX, Section 5.

<sup>2</sup> Wade v. Flood, 48 Cal. 36 at 51 (1874)

<sup>3</sup> California Code of Regulations, Title 5, Section 350.

<sup>4</sup> 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"> <li>• California Constitution, Article 9, § 5</li> <li>• <i>Hartzell v. Connell</i><sup>5</sup> (1984) 35 Cal. 3d 899</li> <li>• California Code of Regulations, Title 5, § 350</li> </ul>
Fees and charges are permissible where specifically authorized by the Education Code.	<ul style="list-style-type: none"> <li>• California Code of Regulations, Title 5, § 350</li> </ul>
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"> <li>• Ed. Code, §§ 41032, 41037</li> <li>• Ed. Code, § 35160 et seq.</li> <li>• Ed. Code, §§ 51520, 51521</li> <li>• 81 Ops. Cal. Atty. Gen. 153 (1998)</li> </ul>
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"> <li>• California Constitution, Article 9, § 5</li> <li>• <i>Hartzell v. Connell</i> (1984) 35 Cal. 3d 899</li> </ul>

<sup>5</sup> 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.)

Permissible Charge	Authority
Transportation Fees for transporting students to and from school <sup>6</sup> , or between school and occupational training courses	<p>In <i>Arcadia Unified School District v. State Dept. of Ed.</i> (1992) 2 Cal. 4<sup>th</sup> 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>
Field Trip Transportation Fees <sup>7</sup> and Extra-Curricular Activities	<p>Education Code § 35330 allows for charging a fee for the direct transportation costs for field trips, <i>students cannot be denied the opportunity to participate in the field trip for lack of sufficient funds failure to pay the fee.</i>)</p>

<sup>6</sup> 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. 4<sup>th</sup> 251 at 262-263 (1992)).

<sup>7</sup> The ruling in *Arcadia Unified School District v. State Dept. of Ed.* (1992) 2 Cal. 4<sup>th</sup> 251, 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. Furthermore, Education Code § 35330 states, in part, that the governing board may conduct field trips or excursions in connection with courses of instruction or school-related social, educational, cultural, athletic, or school band activities to and from places in the state, any other state, the District of Columbia, or a foreign country for pupils enrolled in elementary or secondary schools. A field trip or excursion to and from a foreign country may be permitted to familiarize students with the language, history, geography, natural sciences, and other studies relative to the district’s course of study for pupils. Though the district may conduct these trips, it must ensure that no pupil shall be prevented from making the field trip or excursion because of lack of sufficient funds. To this end, the governing board shall coordinate efforts of community service groups to supply funds for pupils in need. Stated differently, no group shall be authorized to take a field trip or excursion if a pupil who is a member of an identifiable group will be excluded from participation in the field trip or excursion because of lack of sufficient funds.

Within these parameters, no expenses of pupils participating in a field trip or excursion to another state, the District of Columbia, or a foreign country authorized by this section shall be paid with school district funds. No transportation allowances shall be made by the Superintendent for expenses incurred with respect to field trips or excursions that have an out-of-state destination.

All persons making the field trip or excursion shall be deemed to have waived all claims against the district and the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims.

## Permissible Student Charges and Fees (cont.)

Permissible Charge	Authority
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 <i>Arcadia Unified School District v. State Dept. of Ed.</i> (1992) 2 Cal. 4 <sup>th</sup> 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.)

Notwithstanding these legal findings and educational code citations, 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. 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.

Based on legal findings and explicit authorization in the education code, Tracy Unified School District will continue to charge authorized fees for the direct transportation costs for field trips, including trips associated with courses of instruction or school-related social, educational, cultural, athletic, or school band activities to and from places in the state, any other state, the District of Columbia, or a foreign country for pupils enrolled in elementary or secondary schools. *Students shall not be denied the opportunity to participate in the field trip for failure to pay the fee.*

Permissible Charge	Authority
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.)
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.

## Permissible Student Charges and Fees (cont.)

Permissible Charge	Authority
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.)
Certain Adult Education Instruction for Nonimmigrant Aliens	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...”)
Physical Education Uniforms <sup>8</sup>	Ed. Code, § 49066 CDE Fiscal Management Advisory 97-02 (“CDE Fiscal Advisory”)  (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.)

<sup>8</sup> 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).

## Permissible Student Charges and Fees (cont.)

Permissible Charge	Authority
Workbooks or other instructional packets, if such materials are also available free of costs, under specific conditions	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.)

## Impermissible Student Charges and Fees

Impermissible Charge	Authority/Explanation
Instructional Materials <sup>9</sup>	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 <sup>10</sup>	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"> <li>• California Constitution, Article 9, § 5</li> <li>• Hartzell v. Connell (1984) 35 Cal. 3d 899</li> <li>• California Code of Regulations, Title 5, § 350</li> </ul>
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"> <li>• Hartzell v. Connell (1984) 35 Cal. 3d 899</li> <li>• California Code of Regulations, Title 5, § 350</li> <li>• CDE Fiscal Advisory</li> </ul>

<sup>9</sup> “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.

<sup>10</sup> 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"> <li>• California Constitution, Article 9, § 5</li> <li>• Hartzell v. Connell (1984) 35 Cal. 3d 899</li> <li>• California Code of Regulations, Title 5, § 350</li> <li>• CDE Fiscal Advisory</li> </ul>
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"> <li>• Hartzell v. Connell (1984) 35 Cal. 3d 899</li> <li>• California Code of Regulations, Title 5, § 350</li> <li>• CDE Fiscal Advisory</li> </ul>
CAHSEE Intensive Instruction and Services	<ul style="list-style-type: none"> <li>• California Constitution, Article 9, § 5</li> <li>• Hartzell v. Connell (1984) 35 Cal. 3d 899</li> <li>• California Code of Regulations, Title 5, § 350</li> <li>• Ed. Code, § 37254</li> </ul> <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"> <li>• California Constitution, Article 9, § 5</li> <li>• Hartzell v. Connell (1984) 35 Cal. 3d 899</li> <li>• California Code of Regulations, Title 5, § 350</li> <li>• CDE Fiscal Advisory</li> </ul>
Adults taking classes for high school credit, and who have not obtained a high school diploma	<ul style="list-style-type: none"> <li>• 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....")</li> </ul> <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"> <li>• Ed. Code, § 52612</li> </ul> <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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. Sheila Harrison~~, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** September 29, 2011  
**SUBJECT:** **Approval of Substantive Changes to the Charter School Currently Known as Kaplan Academy California - North Central California to California Pacific Charter School- North Central California (CALPAC-NCC)**

**BACKGROUND:** When a district sponsored charter school intends to make “substantive changes” to the existing charter, approval by the board is a required component of the Charter School law (Ed. Code: 47605(b). Kaplan Academy of California – North Central California is an approved charter school (6-12) which currently provides services to students from within and surrounding communities of the Tracy Unified School District. The Charter began operation in August 2009 and is approved through May 2014.

**RATIONALE:** Kaplan Academy of California – North Central California has submitted a petition to the District to make “substantive changes” to the current charter. Under the terms of the charter, sole service and curriculum were provided by Kaplan. Since Kaplan no longer provides these services to the Kaplan Academy of California, California Virtual Education Partners (CaVEP), the non-profit organization for the Kaplan Charter School in California has made changes to the curriculum, office work and learning management systems, starting in September 2011. As a result of these changes, CaVEP is also requesting a change to the name of the charter to California Pacific Charter Schools - North Central California (CALPAC-NCC). This meets District Goal 3: Provide a safe and equitable learning environment for all students and staff and Goal 7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION** Approval of Substantive Changes to the Charter School Currently Known as Kaplan Academy California Pacific Charter Schools- North Central California to California Pacific Charter School- North Central California (CALPAC-NCC).

**Prepared by:** Linda Dopp, Director of Alternative Programs



**TRACY**  
UNIFIED SCHOOL DISTRICT

# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** October 4, 2011  
**SUBJECT:** Adopt Resolution No. 11-08 Adopting Month of October, 2011, as Anti-Bullying Month

**BACKGROUND:** School bullying has been a significant problem throughout school districts in the United States. It is important for parents, students, teachers and school administrators to be aware of bullying, and to encourage discussion and to seek out solutions to this problem.

**RATIONALE:** The Month of October, 2011, is now designated as Anti-Bullying Month for the Tracy Unified School District. This is a wonderful opportunity to have staff and students participate in anti-bullying activities planned throughout the month.

This agenda item supports Goal 3: Provide a safe and equitable learning environment for all students and staff

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Resolution No. 11-08 Adopting Month of October, 2011, as Anti-Bullying Month.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 11-08  
Adopting Month of October, 2011, as Anti-Bullying Month**

**WHEREAS**, School bullying is a significant problem in the United States, the State of California and the City of Tracy; and

**WHEREAS**, Almost thirty percent of youth in the United States will be involved in bullying annually, either as a bully or as a victim; and

**WHEREAS**, An estimated 160,000 students in kindergarten through twelfth grade miss school every day due to a fear of being bullied; and

**WHEREAS**, Bullying takes different forms, including verbal and physical, and occurs in neighborhoods, playgrounds, schools, and through technology, such as the Internet and cell phones; and

**WHEREAS**, a large percentage of children believe that adult help is infrequent and ineffective; and

**WHEREAS**, It is important for parents, students, teachers, and school administrators to be aware of bullying, and to encourage discussion and to seek out solutions to this community problem; and

**WHEREAS**, The Tracy Unified School District has adopted a policy on anti-bullying to encourage positive behaviors and to eliminate bullying.

**NOW, THEREFORE BE IT RESOLVED**, that the Tracy Unified School District hereby adopts the month of October 2011 as “Anti-Bullying Month” and urges the community to join together with the School District to eliminate bullying in Tracy.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of October, 2011, by the Board of Trustees of the Tracy Unified School District by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**President  
Board of Trustees  
Tracy Unified School District**

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**Clerk  
Board of Trustees  
Tracy Unified School District**



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** October 3, 2011  
**SUBJECT:** Approve New Job Description for ISET Network Systems Specialist

**BACKGROUND:** Over the last twelve years, the quantity and usage of technology network systems, applications and equipment has continued to increase to support critical and essential educational and business functions and to support the increase in students and staff at the school sites. In addition, scheduled maintenance must be performed outside of school hours and for most network systems, outside of the 8:00am-5:00pm business day to support this multitude of complex and continually changing enterprise network systems. The addition of the position of ISET Network Systems Specialist will provide increased flexibility of the ISET Department's staffing and help to provide the necessary coverage and services. Also, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions and update them to accurately reflect the experience, essential functions, and educational requirements of positions.

**RATIONALE:** This new job description will provide the necessary high level of technical expertise to maintain the District's network systems, provide security protection to critical and confidential District data, and to continue to implement new technology initiatives within the District. This agenda item meets Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District, Strategic Goal #5: Continuously improve fiscal, facilities and operational processes, and Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** Funding Source: General Fund. Additional annual cost (salary + benefits) of \$100,623.86 (LMH 27-C with 230 days of service).

**RECOMMENDATION:** Approve New Job Description for ISET Network Systems Specialist

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

## **TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION TITLE:** ISET Network Systems Specialist

**DEPARTMENT/DIVISION:** Information Services and Educational Technology

### **POSITION SUMMARY:**

Under general supervision of the Director of Information Services and Educational Technology provides technical expertise for monitoring and maintaining effective systems, applications, databases, servers and other equipment on enterprise data, voice and video networks; participates in evaluations of new information technologies solutions and services for instructional and administrative functions; maintains network security and data backup and recovery operations; provides technical documentation of operating procedures, databases, and network systems configurations; and provides user support through help desk, on site assistance, and training classes. This is a 12 month position.

### **ESSENTIAL FUNCTIONS:**

1. Installs, configures, modifies, updates, tests, deploys, monitors, and maintains District network systems, servers, applications, services and equipment that support enterprise data, voice and video communications. These include, but are not limited to: Microsoft Exchange, SharePoint, SCCM, DPM, Active Directory, and server virtualization, internet services such as Radius authentication, Windows security certificates, DNS, PKI certification, DHCP services and WINS services, domain controllers, SANs, firewalls, virus protection, spam control, security systems, video conferencing and collaboration systems, SIF, VoIP phone systems, network productivity applications, bandwidth utilization devices, monitoring systems, AERIES student information system, business applications, educational applications, textbook library system, food services system, data warehouse system, transportation system, personnel, etc. and other new information technologies.
2. Participates in feasibility studies, system analysis and the evaluation and testing of new information technology solutions that result in continuous improvement of network operations, systems and services.
3. Assists in the development of short and long range plans for assigned projects.
4. Assists in the organization of technical work and the technical training for ISET Technician II staff related to network systems, servers, applications, services and equipment.
5. Supports, monitors, and maintains appropriate networking protocols, services, and support applications on enterprise networks.
6. Supports, monitors and maintains effective network security measures for all District network systems, servers, applications and equipment.
7. Supports, monitors and maintains Microsoft SQL and other database systems.
8. Maintains back-up and recovery systems for District data information systems using enterprise management applications and systems.
9. Maintains a level of expertise on technical knowledge and skills related to systems, applications, databases, networks, services and equipment to meet District needs.
10. Provides user training related to District enterprise network systems, servers, applications, services and equipment.

11. Maintains accurate, current and relative records, technical documentation, operating procedures, and purchase requisitions related to District enterprise area network systems, servers, applications, services and equipment.
12. Develops SQL queries and performs data exports to support District systems and applications and maintain data and report compliance with state and other external agencies.
13. Assists and supports vendors, consultants and service providers who provide technology services and support to the District related to District information technology.
14. Receives requests for service or problem resolution; prioritizes requests and resolves or routes to appropriate ISET staff for action; maintains user requests in a work order database and tracks the progress of service and problem resolution; contacts users to keep them informed of request status.
15. Provide professional confidentiality and works collaboratively with others encountered in the course of work.
16. Maintains regular and prompt attendance in the workplace.
17. Performs other related duties as assigned by the Director of Information Services and Educational Technology or designee.

#### **EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions, and read, write, and speak at a level sufficient to fulfill the duties to be performed. Bachelor's Degree in Computer Science, Management Information Systems or other computer technology related field is required. High school diploma or equivalent is required. Minimum of four years' experience is required in the area of monitoring and maintaining Microsoft and/or Cisco related systems, applications, databases, servers and other equipment on enterprise data, voice and video networks. Microsoft and/or Cisco certifications preferred. Must possess a valid California driver's license.

#### **SKILLS AND QUALIFICATIONS:**

1. Ability to maintain data integrated, secure and effective Microsoft Windows and Cisco based enterprise data, voice and video networks.
2. Ability to maintain appropriate and secure network protocols, services, applications and security measures on District networks.
3. Ability to train users on District network systems, applications and services.
4. Ability to understand and follow oral and written instructions.
5. Ability to generate and maintain technical records, reports and documentation.
6. Ability to evaluate and implement new technology solutions to meet District needs.
7. Ability to communicate effectively in both technical and non-technical terms and to maintain a cooperative working relationship with those contacted in the course of work.
8. Ability to interpret and apply complex technical publications, manuals, online tools and documents, and other documents.
9. Ability to maintain effective SQL and other databases, data warehouse integration and support information system technology, concepts, functions, policies and procedures.
10. Ability to apply project management processes and perform project management planning.
11. Ability to apply programming principals, basic logic and software development techniques and procedures.

12. Ability to maintain data integrated, secure and effective District network operating systems, network based services, and network applications and equipment.

**PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand speech at normal levels and on the telephone, with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
7. Lift and/or carry up to 50 pounds at waist height for short distances.
8. Bend, squat, stoop and/or climb for extended periods of time.

**WORK ENVIRONMENT:**

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District staff, site staff, and the public. Driving a vehicle to conduct work at school sites is required. Employees will be required to work a minimum of one Saturday a month or split-shifts (12:00pm-9:00pm) to provide support maintenance and upgrades to District applications and systems. Employees will be required to work in the event of a critical network or system outage.

**SALARY:** Leadership/Management Salary Schedule (LMH) Range 27

**DAYS OF SERVICE:** 230 days

Board Approved:



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** September 27, 2011  
**SUBJECT:** **Adopt Resolution No. 11-07 Authorizing Teachers to Teach Outside of Their Credential Authorization**

**BACKGROUND:** Education Code Section **44263** authorizes teaching outside major and minor provided that the teacher has eighteen (18) semester hours of coursework, or nine (9) semester hours of upper division or graduate coursework in the subject area to be taught. The Tracy Unified School District currently has 6 teachers on this Education Code.

Education Code Section **44256(b)** authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units of coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has 3 teachers on this Education Code.

Education Code Section **44258.2** authorizes the holder of a single subject teaching credential or a standard secondary teaching credential with his or her consent, be assigned by action of the governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned. The Tracy Unified School District has 1 teacher on this Educational Code.

Education Code Section **44865** authorizes the holder of a valid teaching credential issued by the State Board or the Commission on Teacher Credentialing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which qualifications are prescribed by this section shall be made only with the consent of the teacher:

- |   |                                     |
|---|-------------------------------------|
| (a) Home teacher.                           | (f) Alternative schools.            |
| (b) Classes organized primarily for adults. | (g) Opportunity schools.            |
| (c) Hospital classes.                       | (h) Juvenile court schools.         |
| (d) Necessary small high schools.           | (i) County community schools.       |
| (e) Continuation schools.                   | (j) District community day schools. |
|   | (k) Independent study.              |

The Tracy Unified School District currently has 12 teachers on this Education Code.



**RATIONALE:** In all the above instances the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing these assignments. This agenda item meets District Strategic Goal #5 – Continuously improve fiscal, facilities and operational processes.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Resolution No. 11-07 Authorizing Teachers to Teach Outside of Their Credential Authorization

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF  
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA**

**RESOLUTION 11-07  
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR MAJOR/MINOR  
2011-2012**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections **44263; 44256(b); 44258.2; 44865** hereby authorize assignment of a teacher licensed pursuant to the provisions of these sections, with the teachers consent, to teach outside their credential authorization.

Authorization shall remain valid for one year.

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 11<sup>th</sup> day of October, 2011, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Walter Gouveia, President, Board of Trustees  
Tracy Unified School District

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

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Clerk  
Tracy Unified School District