

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

**DATE: TUESDAY, JUNE 10, 2014**

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

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

**A G E N D A**

- |                |  |                |
|----------------|--|----------------|
| <b>1.</b>      | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b>      | <b>Roll Call – Establish Quorum</b><br>Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn<br>Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry  |                |
| <b>3.</b>      | <b>Closed Session:</b> 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. |                |
| <b>3.1</b>     | <b>Administrative &amp; Business Services:</b>   |                |
| <b>3.1.1</b>   | CONFERENCE WITH REAL PROPERTY NEGOTIATORS<br>- Various Properties<br>Agency negotiator: Dr. Casey Goodall.<br>Under negotiation: Status of property and negotiations   |                |
| <b>3.1.2</b>   | CONFERENCE WITH LEGAL COUNSEL - Anticipated litigation<br>Significant exposure to litigation pursuant to subdivision (d) of<br>Government Code Section 54956.9: 1 case   |                |
| <b>3.2</b>     | <b>Educational Services:</b>   |                |
| <b>3.2.1</b>   | Finding of Fact #13-14/#78, 79   |                |
| <b>3.2.2</b>   | Application for Reinstatement AFE#13-14/#28, 29, 30  |                |
| <b>Action:</b> | Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___   |                |
| <b>3.2.3</b>   | Request for Expungement RFR#13-14/#5, #6   |                |
| <b>Action:</b> | Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___   |                |
| <b>3.3</b>     | <b>Human Resources:</b>  |                |
| <b>3.3.1</b>   | Consider Non-Paid Leave of Absence Request for Certificated<br>Employee #UC – 865, Pursuant to Article XX  |                |
| <b>Action:</b> | Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___   |                |

- 3.3.2** Consider Leave of Absence Request for Certificated Employee #UC-866 Pursuant to Article XX  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 3.3.3** Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_
- 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**

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

**6. Closed Session Issues:**

- 6a** Finding of Fact #13-14/#78, 79  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_.
- 6b** Report Out of Action Taken on Application for Reinstatement AFE#13-14/#28, 29, 30  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_.
- 6c** Report Out of Action Taken on Request for Expungement RFR#13-14/#5, #6  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_.
- 6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC – 865, Pursuant to Article XX  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_.
- 6e** Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-866 Pursuant to Article XX  
**Action:** Motion\_\_; Second\_\_. **Vote:** Yes\_\_; No\_\_; Absent\_\_; Abstain\_\_.

**7. Approve Regular Minutes of May 27, 2014.**

**1-4**

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

**8. Student Representative Reports: None**

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

**9.1** Recognize Tracy Unified School District Retirees for the 2013-14 School Year

**5**

**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 yellow speaker's card).

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

11.1	<b>Administrative &amp; Business Services:</b> None.	Pg. No.
12.	<b>PUBLIC HEARING:</b>	
12.1	<b>Administrative &amp; Business Services:</b>	
12.1.1	Conduct Public Hearing for the 2014-15 Annual School District Budget	6
12.1.2	Conduct a Second Public Hearing to Solicit Recommendations and Comments Regarding the Proposed in the Local Control Accountability Plan (LCAP) and Associated Expenditures (Separate Cover Item)	7
13.	<b>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___.	
13.1	<b>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	8-9
13.1.2	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	10-12
13.1.3	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	13-14
13.2	<b>Educational Services:</b>	
13.2.1	Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at Louis Bohn Elementary School for the 2014-2015 School Year	15-17
13.2.2	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School for the 2014-2015 School Year	18-20
13.2.3	Approve Agreement for Special Services between Nancy Fetzer and Central School for the 2014-2015 School Year	21-23
13.2.4	Approve Overnight Travel for Kimball High School Health Occupations Students of America (HOSA) Club Members to Participate in the Health Sciences Management Team (HSMT) Youth Leadership Institute in Sacramento, CA on June 19 – 21, 2014	24
13.2.5	Approve Agreement for Special Contract Services with Stanley L. Pesick, Ph.D. to Provide Middle and High School Teachers Social Studies Training on Reading, Writing and Thinking Historically: Implementing the Common Core's Goal of Academic and Disciplinary Literacy	25-27
13.2.6	Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Mental Health Training Workshops to Staff for the 2014-2015 School Year	28-30

		<b>Pg. No.</b>
13.2.7	Approve Agreement for Special Contract Services with Erik Palmer to Provide a Management Team Training on April 30, 2015, a Keynote Address and Training for Teachers at the Staff Development Buy-Back Day on May 1, 2015	<b>31-33</b>
<b>13.3</b>	<b>Human Resources:</b>	
13.3.1	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	<b>34-35</b>
13.3.2	Approve Classified, Certificated and/or Management Employment	<b>36-37</b>
13.3.3	Ratify Employment of 2014 Summer School Staff	<b>38-40</b>
<b>14.</b>	<b>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</b>	<b>Administrative &amp; Business Services:</b>	
14.1.1	Adopt Resolution 13-24 Certifying the Number of Unhoused Pupils Pursuant to Section 1859.162.1(a) to be Served by the Millennium Charter School New Construction Project	<b>41-43</b>
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.1.2	Adopt Resolution #13-23 Specifications of the Election Order	<b>44-45</b>
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
<b>14.2</b>	<b>Educational Services:</b>	
14.2.1	Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures (First Reading)	<b>46-49</b>
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.2.2	Acknowledge Revised Administrative Regulation 1312.3 Uniform Complaint Procedures (First Reading)	<b>50-66</b>
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
<b>14.3</b>	<b>Human Resources:</b>	
14.3.1	Approve CSEA Reclassification/Reallocation New Job Title and Revised Job Description for Special Education Accounts Secretary to Assistant to the Director of Special Education	<b>67-69</b>
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.3.2	Approve CSEA Reclassification/Reallocation. New Job Title and Job Description for Transportation Assistant to Assistant to the Director of Transportation	<b>70-72</b>
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.3.3	Approve CSEA Reclassification/Reallocation to Reclassify Daytime Custodian I's Working at K-5 and K-8 School Sites to Utility Person II	<b>73</b>
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	
14.3.4	Authorize Declaration of Need for the 2014-2015 School Year	<b>74-77</b>
<b>Action:</b>	Motion___; Second___ <b>Vote:</b> Yes___; No___; Absent___; Abstain___.	

15. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
17. **Board Meeting Calendar:**
  - 17.1 **June 24, 2014**
  - 17.2 **August 12, 2014**
  - 17.3 **August 26, 2014**
18. **Upcoming Events:**

18.1 <b>August 11, 2014</b>	<b>First Day of 2014-15 School Year</b>
18.2 <b>September 1, 2014</b>	<b>No School, Labor Day</b>
18.3 <b>September 8, 2014</b>	<b>District Welcome Back</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 aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, May 27, 2014**

**5:20 PM:** 1-3. President Vaughn called the meeting to order and adjourned to closed session.

**Roll Call:** 4. Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn.  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

**7:12 PM** 5. President Vaughn called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

**Closed Session:** 6a Report Out on Intra-District Attendance Appeal #13-14/AA6, AA7  
Approved. **Vote:** Yes-7; No-0.  
6b Finding of Fact #13-14/#76, 77  
Lewis, Crandall. **Vote:** Yes-7; No-0.

**Minutes:** **Approve Regular Minutes of May 13, 2014.**  
**Action:** Silva, Gouveia. **Vote:** Yes-7; No-0.

**Employees Present:** C. Minter, T. Brown, B. Sawyer, B. Silver, Z. Boswell, S. Bancroft, S. Baker, A. Lane, R. Riddle, R. Soto, T. O'Hara,

**Press:** None.

**Visitors Present:** R. Rasmussen, B. Noble, D. Vidal, M. Tessera, M. Fithian, L. Huckaba, K. Traut, A. Gupta

**Student Rep Reports:** 8. **Tracy High:** Mika Fithian reported that students are working hard on finals. They have had an awesome year with many activities. The senior trip to Magic Mountain and senior beach day were successful. The track team sent 26 members to the sectional meet. Fall sports are starting. It's a bitter sweet goodbye and she has enjoyed serving on the board.

**West High:** Jessica Rasmussen has been honored to attend the board meetings throughout the year. The campus has wrapped up a successful year. The seniors enjoyed Magic Mountain and beach day. Their last rally showed off different cultures on campus. The held a relay race between the teachers and fall sports teams. The track team went undefeated. Everyone has been studying hard for finals. Graduation practice will be held on Friday and Saturday the seniors will finally graduate and move forward with their lives.

**Kimball High:** Lindsay Huckaba reported that students are wrapping up their



events. Relay for Life raised over \$1,000. The boys and girls swim teams won the VOL championship. The juniors are anxious to take over the role of seniors. Students have been busy studying for their finals.

**Stein High:** Steven Medina was unable to attend tonight's meeting.

All board representatives were presented with certificates.

## **Recognition & Presentations:**

### **9.1 West High School/IGCG Update**

Troy Brown presented a power point on common core. – presi – ppique started with Spanish and English group and each week added another class – 115 parents graduated from piqe – need to change some strategies to teach common core. Admin team will show a demonstration of how they want the teachers to teach. Mr. O'Hara will show sample – gave board a copy of text – which is a close reading – question: what do you see in the question that repeats. (color black – focus of eyes – gender – height, silhouette, cross; next question what contrasts: glasses, hair exposed, flip flops; symbols: cross, map. What did the artist intend? What is the message? Each represents the ideal of feminine; unequal treatment of women; culture establishes what is normal; different cultures so close together – how many times did you look at pic? Close reading.

### **9.2 Recognize and Congratulate Tracy Unified School District Retirees for the 2013-14 School Year**

The following retirees were honored: Joan Mehring from Southwest Park; and Annette Lane, from West High School.

### **9.3 Recognize and Congratulate West High Senior Madison Tessera for Her First-Place Award in the Congressional Art Competition for "The Cuckoo's Nightmare"**

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized Madison Tessera, for her award in the congressional art competition. Her work will be shipped to Washington DC. She also received \$1000 scholarship from Tracy Art League. In the fall, she will be studying animation illustration at San Jose State.

### **9.4 Tracy High Senior Aditya Gupta Received the United States Presidential Scholars Semifinalist Award**

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized Aditya Gupta who was named a semi finalist of the US Presidential Scholars. He had a nearly perfect SAT score and holds a GPA of 4.47. He has been named the valedictorian of his class. Next year he has a full scholarship at USC and will be entering the medical field.

## **Hearing of Delegations**

**10.** Renee Riddle commented that all high schools participated in Relay for Life and supported the West High student with leukemia. His baseball team got a lot of people together to support him. She also commented that the librarians do a lot

including technology and there is not enough hours to get everything done.

<b>Information &amp; Discussion Items:</b>	<b>11.1</b>	<b>Administrative &amp; Business Services:</b> None.
<b>Public Hearing:</b>	<b>12.1</b>	<b>Administrative &amp; Business Services:</b> None.
<b>Consent Items:</b>	<b>Action:</b>	Lewis, Gouveia. <b>Vote:</b> Yes-7; No-0.
	<b>13.1</b>	<b>Administrative &amp; Business Services:</b>
	<b>13.1.1</b>	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
	<b>13.1.2</b>	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	<b>13.1.3</b>	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	<b>13.2</b>	<b>Educational Services:</b>
	<b>13.2.1</b>	Approve Overnight Travel for the Kimball High School Leadership to Attend the California Association of Directors of Activities (CADA) Leadership Camp on July 12-15, 2014
	<b>13.2.2</b>	Approve Overnight Travel for the Kimball High School Cheerleaders to Attend the JAMZ Cheer Camp at Cal State University, Channel Islands in Camarillo, CA on July 18-20, 2014
	<b>13.2.3</b>	Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2014-2015 School Year Approve Out of State Travel for Dr. Mark Miller to Attend the 2014 School Neuropsychology Institute in Dallas, Texas on July 9-11, 2014
	<b>13.3</b>	<b>Human Resources:</b>
	<b>13.3.1</b>	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
	<b>13.3.2</b>	Approve Classified, Certificated and/or Management Employment
<b>Action Items:</b>	<b>14.1</b>	<b>Administrative &amp; Business Services:</b>
	<b>14.1.1</b>	Adopt Plan Delineating How Common Core Implementation Funds Shall Be Spent
	<b>Action:</b>	Silva, Gouveia. <b>Vote:</b> Yes-7; No-0. Associate Superintendent of Business Services, Dr. Casey Goodall, reported that according to the governor's budget workshop, they may receive more money, but the majority of that will be needed for our budget. The employers STRS contribution will increase each year and by 2021 will be 19.1%.
	<b>14.2</b>	<b>Educational Services:</b> None.
	<b>14.3</b>	<b>Human Resources:</b>
	<b>14.3.1</b>	Approve New Job Description for Staff Development Curriculum



Specialist for Mathematics, Teacher on Special Assignment

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

**Board Reports:**

Trustee Lewis congratulated the graduates. Students will be attending many great colleges. Trustee Silva also congratulated the graduates and commented to be smart and safe this week. Trustee Costa congratulated graduates and will start off with the graduation of Stein High tomorrow. Trustee Gouveia congratulated the graduates. He attended the CSEA breakfast. He also attend the Governor's May revise. They give you money and then take it away. He helped organize a meet and greet for Dr. Stephens along with the Hispanic Business Group. About 80 adults attended and it was a good presentation with a lot of questions and answers. He thinks we should revisit the librarian issue. Trustee Guzman congratulated the graduates. He attended the Tracy Adult School graduation and it was a great celebration. He also attended the meet and greet and Dr. Stephens handled himself very well. June 3<sup>rd</sup> is a big day to vote. He hopes the community will support Measure B. Trustee Crandall commented that the graduates should enjoy their events and be safe. Trustee Vaughn congratulated the graduates and hopes people get out and vote to support the bond.

**Superintendent Report:**

Dr. Franco commented that there was an exciting track meet on May 29<sup>th</sup> and 30<sup>th</sup>. Dr. Stephens was here last week and he visited classrooms, met with counselors, and is getting familiar with the district.

**Adjourn: 8:12 pm**

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

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 30, 2014  
**SUBJECT:** Recognize Tracy Unified School District Retirees for the 2013-14 School Year

**BACKGROUND:** The district honors and recognizes the retirees at the end of the year recognition celebration, the regularly scheduled board meeting and at their site. The District would like to recognize the retirees for their years of service to the district.

**RATIONALE:** The employees are recognized by the School Board for their years of service and dedication to the students, staff, and community of Tracy.

**FUNDING:** N/A

**RECOMMENDATION:** Recognize James Franco and Art Cummings as Tracy Unified School District Retirees for the 2013-14 School Year.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 30, 2014  
**SUBJECT:** Conduct Public Hearing for the 2014-15 Annual School District Budget

**BACKGROUND:** Education Code Section 42127 requires that the governing board of each school district shall hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.

In past years, the public hearing was conducted during the same school board meeting at which the budget was adopted. However, with new reporting requirements associated with adopting the Local Control Accountability Plan (LCAP) in conjunction with the school district budget, the district public hearing is now being conducted in the board meeting prior to budget adoption on the same date as the required public hearing for the LCAP.

**RATIONALE:** In January of 2014, Governor Brown proposed the California State Budget for 2014-15. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in May, but has not yet been adopted by the California Legislature. While the Governor and the legislature continue to develop a budget agreement, the San Joaquin County Office of Education (SJCOE) has offered guidelines for district budget development. The actual budget will likely differ from the budget ultimately adopted by the Governor, the SJCOE guidelines allow the TUSD to develop a budget in accordance with mandated timelines.

**FUNDING:** There are no financial obligations associated with this public hearing, but the school district budget to be adopted subsequently addresses most of the operating revenues and expenditures for the district.

**RECOMMENDATION:** Conduct Public Hearing for the 2014-15 Annual School District Budget.

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** May 20, 2014  
**SUBJECT:** **Conduct a Second Public Hearing to Solicit Recommendations and Comments Regarding the Proposed in the Local Control Accountability Plan (LCAP) and Associated Expenditures**

**BACKGROUND:** As part of the 2013-14 California State Budget, the legislature adopted new accountability measures, known collectively as the Local Control Accountability Plan (LCAP). The LCAP requires that:

- Districts set annual goals in eight specified areas:
  - Basic Services
  - Implementation of Common Core State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts must specify actions they will take to achieve those goals
- Districts must use a standard format to report the LCAP plan
- Districts must solicit input from various stakeholder groups, including school employees, a parent advisory committee, a separate EL parent advisory committee.
- Districts must hold at least two public hearings to discuss and adopt (or update) the LCAP. The first hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.

**RATIONALE:** District staff members have solicited input from the required stakeholder groups. The first public hearing was conducted on Tuesday, April 8, 2014. The updated draft of the LCAP plan was presented to the District English Learner Advisory Committee (DELAC) on May 20, 2014, and Title I Parent Advisory Committee on May 21, 2014. Both groups reviewed the plan and provided input on the final version. The purpose of this public hearing is to solicit recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

**FUNDING:** No funding is required for this agenda item, but the results will influence budget decisions in the future.

**RECOMMENDATION:** Conduct a Second Public Hearing to Solicit Recommendations and Comments Regarding the Proposed in the Local Control Accountability Plan (LCAP) and Associated Expenditures

**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:** May 21, 2014  
**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:

Kelly School:

1. Tracy Unified School District/Kelly School: From the George Kelly School Parent Club in the amount of \$3,226.32 (ck. # 57503508). This donation will be disbursed among the Kelly teacher site accounts.

Poet-Christian School:

1. Tracy Unified School District/Poet-Christian School: From the Poet Christian School Parent Teacher Staff Association for the amount of \$620.27 (ck. #1118). This donation will be used towards the purchase of paper and RISO supplies and will benefit the staff and students of Poet School.

**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:** May 30, 2014  
**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**

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- |    |           |  |
|----|-----------|--|
| A. | Vendor:   | San Joaquin County Office of Education   |
|    | Site:     | Various – Jacobson ES, Monte Vista MS, McKinley ES   |
|    | Item:     | Approve Summary of Sites for Fiscal Year 2014/15   |
|    | Services: | TUSD and SJCOE entered into a Master Agreement for the Lease/Rental of classrooms in July 2003. The attached list summarizes the rental classrooms and services agreed upon for the 2014/15 fiscal year. |
|    | Cost:     | \$19,814.40 Rental/Utilities/Janitorial Income due to TUSD   |
|    | Revenue:  | General Fund   |
- 
- |    |           |   |
|----|-----------|---|
| B. | Vendor:   | Continuing Development Incorporated   |
|    | Site:     | Villalovos Elementary School  |
|    | Item:     | Agreement Reinstatement – Villalovoz ES   |
|    | Services: | In September 2010, the District entered into a renewal agreement with Continuing Development Incorporated (CDI), effective September 15, 2010 through June 30, 2015. The District granted CDI a license to use seven modular structures on District property; (1) @ Villalovoz ES, (1) @ Hirsch ES, (1) @ Kelly ES, (1) @ South/West Park ES, (1) @ Freiler ES, and (2) @ Jacobson ES. In 2010 CDI notified the District that it would no longer be providing services nor occupying their building at Villalovoz ES. The building has remained vacant since that time. On May 7, 2014 CDI notified the District that it would like to again begin operations at the Villalovoz site. |
|    | Cost:     | Not applicable  |
|    | Revenue:  | \$200/Month Administration/Lease Income to TUSD plus Utilities Reimbursement  |
- 
- |    |                  |  |
|----|------------------|--|
| C. | Vendor:          | Dolinka Group  |
|    | Site:            | District Wide  |
|    | Item:            | Proposal/Agreement   |
|    | Services:        | Consultant to provide Residential and Commercial/Industrial Development School Fee Justification Studies and a School Facilities Needs Analysis. The studies will justify statutory school fees as well as calculate and justify alternative school facilities fees. |
|    | Cost:            | \$15,500 + Reimbursable Costs  |
|    | Project Funding: | General Fund-Unrestricted Facilities Funds; Developer Fund; Mitigation Fund  |
-

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D.	Vendor:	Dolinka Group
	Site:	District Wide
	Item:	Proposal/Agreement
	Services:	Consultant to provide services to assist TUSD in preparing a School Facilities Master Plan. Consultant shall perform various tasks in order to evaluate current school facilities and assist in developing a facilities housing plan.
	Cost:	\$45,000 + Reimbursable Costs
	Project Funding:	General Fund-Unrestricted Facilities Funds; Developer Fund; Mitigation Fund

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** May 30, 2014  
**SUBJECT:** **Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

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

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- A. Vendor: ACME Construction Company, Inc.  
Site: Tracy High School – AG Science CTE Modernization  
Item: Change Order # 04A  
Services: Scope of work documented on the change order summary.  
Cost: \$6,125.00 Deduction to contingency allowance previously included in contract.  
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)
- 
- B. Vendor: ACME Construction Company, Inc.  
Site: Tracy High School – E.B. Theater Modernization  
Item: Change Order # 04T  
Services: Scope of work documented on the change order summary.  
Cost: \$8,973.00 Deduction from contingency allowance previously included in contract.  
Project Funding: Measure E Bond Funds
-



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 29, 2014  
**SUBJECT:** **Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at Louis Bohn Elementary School for the 2014-2015 School Year**

**BACKGROUND:** As part of the Title I needs identification survey and planning process, stakeholders at Louis Bohn Elementary School identified a need to provide counseling support to students. This need was stressed due to the Governor's line item veto of Early Mental Health Initiative (EMHI) funds, and the resulting loss of the Primary Intervention Program (PIP) and Second Step programs to serve Bohn students. Services were offered for the first time during the 2013-2014 school year, and this contract seeks to continue services for the 2014-2015 academic year.

**RATIONALE:** Staff at Bohn Elementary School is requesting the counseling services of Valley Community Counseling Services. An on-site counselor will be present on our campus one day a week. The counselor will work with children struggling with such issues as divorced parents, social adjustment, loneliness, and drug dependent families. In order for students to benefit from school, they need help and support in dealing with these issues. Valley Community Counseling Services is able to provide these services in both Spanish and English. Their fee also includes professional development for staff on how to complete the referral process for recommending students to their services, and training at a parent meeting to explain their role and purpose in our school community. This 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; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The total cost of this program is \$5,000 and will be paid with Site Title I funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at Louis Bohn Elementary School for the 2014-2015 School Year.

**Prepared by:** Tammy Christensen, Principal, Louis Bohn Elementary School



**Tracy Unified School District**  
1875 W. Lowell Ave., Tracy, California, 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling Services, 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 Counseling at Louis Bohn Elementary School for the 20142015 School Year. Flat rate fee includes services 1 day/week at the campus, as well as a training session for staff on the referral process. Flat rate also includes parent training at a parent meeting for information on the referral process and services offered by VCCS.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of \_\_\_\_\_ ( 1 day/week) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Louis Bohn Elementary School, 350 E. Mt. Diablo Ave., Tracy, California.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$5,000 per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [ ☐ SHALL; [ ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging 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 11, 2014, and shall terminate on May 29, 2015.
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, Tummy Christensen at (209) 830-3300, 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:

Dal Love, MRI  
 Consultant Signature  
5/18/14  
 Social Security Number or TIN number (2)  
Executive Director  
 Date  
Stoddard, CA 95219  
 Title  
 Address  
209  
 City/State/Zip  
 Phone Number

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

Send All Copies to the Business Office

- 1 Whenever organizational names are used, the authorized signature must include 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.

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Glenda Horejko Page 2 03/10/1998



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 27, 2014  
**SUBJECT:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School for the 2014-2015 School Year

**BACKGROUND:** The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The Artist-in-Residence Program will provide an artist who will work with students at Central Elementary School for a total of 4 sessions per each of the 22 classes. Students will learn basic art concepts and carry out various art projects.

**RATIONALE:** During the 2013-2014 school year, Central Elementary School students were fortunate enough to have the San Joaquin County office of Education, Artist-in-Residence Program provide them with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art, but with the full lessons presented during the art classes. Many Central School students are not exposed to art experiences nor do they often visit art museums. Opening their eyes to art is vital to increasing their use of the English language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects are used to enhance writing and reading as well as project-based learning to support the Common Core State Standards. This supports District Strategic Goal #1: Prepare all students for college and careers; 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 District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** This contract will not exceed the amount of \$3,486.00. The cost will be paid out of Site Categorical Funding.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School for the 2014-2015 School Year.

**Prepared by:** Nancy Morgan Link, Principal, Central School

# 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, 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 four art lessons to each of the twenty-two Kindergarten through fifth grade classes at Central School.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \$3,486.00 ( ) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Central Elementary School.

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

a. District shall pay \$ 3,486.00 per **HOURLY/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 3,486.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [ ] **SHALL**; [ X ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.

c. District shall make payment on a [ ] **MONTHLY PROGRESS BASIS**, [ X ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 15, 2014, and shall terminate on May 30, 2015.

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

6. Contractor shall contact the District's designee, Nancy Morgan Link at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

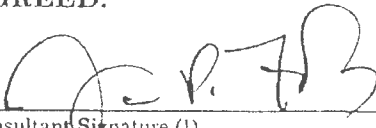
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

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

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

**SJCOE Contracting Officer**  
\_\_\_\_\_  
Title

**PO Box 213030**  
\_\_\_\_\_  
Address

**Stockton, CA 95213-9030**  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources.  
**DATE:** May 27, 2014  
**SUBJECT:** Approve Agreement for Special Services between Nancy Fetzer and Central School for the 2014-2015 School Year

**BACKGROUND:** Ms. Fetzer has been providing Central School teachers coaching in building language and writing strategies for the past several years. Teachers feel they learn something new every time they work with Ms. Fetzer. Through program evaluation and the results of District and State assessments, Central School teachers have identified the need to work on building a more comprehensive writing program. Staff finds her suggestions for building language and instructional strategies very useful and request that Ms. Fetzer model writing lessons, provide critical feedback on teacher instruction of writing and reading, and continue training on writing for the Common Core State Standards. In addition, she will continue to work with grade level teams to plan and sequence their writing and reading curriculum incorporating the Common Core State Standards for the 2014 – 2015 school year.

**RATIONALE:** Central students routinely perform below District standards on writing assessments. However, after having Nancy Fetzer work with staff, the writing scores have shown improvement. Ms. Fetzer has presented at state-wide conferences and is a highly respected reading and writing coach. Central School staff requests approval to hire Nancy Fetzer to continue to work with Central teachers. This in-service 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; District Strategic Goal #6: Develop and support a high performing workforce; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Contract will not exceed \$8,750.00. The cost will be paid out of School Site Title I funding.

**RECOMMENDATION:** Approve Agreement for Special Services between Nancy Fetzer and Central School for the 2014-2015 School Year.

**Prepared by:** Nancy Morgan Link, Principal, Central School



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Nancy Fetzer 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 ongoing Staff Development in reading and writing to improve instructional practices and thus increasing student achievement.
2. Contractor will provide the ~~above~~ services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days ~~HOURS/DAY (s)/FLAT RATE~~ (circle one), under the terms of this agreement at the following location: Central School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$8,750.00 per ~~HOUR/DAY/FLAT RATE~~ (circle one), not to exceed a total of \$ 8,750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 1, 2014 and shall terminate on October 1, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Nancy Morgan Link at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED: 

Consultant Signature

Social Security Number

Date May 27, 2014

Title Consultant.

Address & Phone #

40500 Valle Vista, Murrieta, CA 92562

951-757-5254

Tracy Unified School District

Date

Title

Account Number to be Charged

Department / Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 28, 2014  
**SUBJECT:** **Approve Overnight Travel for Kimball High School Health Occupations Students of America (HOSA) Club Members to Participate in the Health Sciences Management Team (HSMT) Youth Leadership Institute in Sacramento, CA on June 19 – 21, 2014**

**BACKGROUND:** Three juniors of the Kimball High School (KHS) Health Occupations Students of America (HOSA) club have been invited to attend the Health Sciences Management Team (HSMT) Youth Leadership Institute in Sacramento, CA on June 19-21, 2014. These students will have a chance to attend informational workshops and become a part of the larger Health Sciences leadership team. The students will be staying at the Sheraton Grand Hotel in Sacramento, CA. Transportation will be provided by District van or private vehicle. Supervision will be provided by HOSA Advisor, Ms. Abusalih, and HSMT event staff (which includes California Department of Education staff).

**RATIONALE:** It is the goal of KHS staff to provide students with increased health occupations opportunities that are in direct alignment with the Health Science Pathway. The HSMT conference will give these students an opportunity to represent Tracy in Health Science leadership roles. Leadership activities will consist of students identifying a leadership style, demonstrating leadership through various activities, applying a leadership style and engaging in self-reflection and self-evaluation, practicing solving real-life problems using a leadership style and relating to HOSA leadership activities. This aligns with District Strategic Goal #1: Prepare all students for college and careers; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The cost for transportation, lodging and registration fees for each member will be paid by the HSMT organization. Students may be asked to pay for their own food costs.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School Health Occupations Students of America (HOSA) Club Members to Participate in the Health Sciences Management Team (HSMT) Youth Leadership Institute in Sacramento, CA on June 19 – 21, 2014.

**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:** June 3, 2014  
**SUBJECT:** **Approve Agreement for Special Contract Services with Stanley L. Pesick, Ph.D. to Provide Middle and High School Teachers Social Studies Training on Reading, Writing and Thinking Historically: Implementing the Common Core's Goal of Academic and Disciplinary Literacy**

**BACKGROUND:** The State of California has adopted Common Core State Standards (CCSS) in English Language Arts and Mathematics and further requires that the CCSS literacy standards be incorporated into the content subject areas, including Social Studies/History. In the past year, many teachers of Social Studies have identified a need to incorporate reading and writing skills into the teaching of history. This work has proved to be highly engaging for students and supports the requirements set forth in the CCSS.

**RATIONALE:** Stanley L. Pesick, Ph.D. is currently Co-Director of the "The Oakland Unified School District Humanities Collaborative," a professional development project in partnership with Mills College and the Alameda County Office of Education. A project funded by the California Post-Secondary Education Commission (CPEC) to begin the implementation of Common Core Standards in history and ELA classrooms; grades 6-12. Dr. Pesick has taught Curriculum and Instruction in History/Social Studies at Mills College, Stanford University and San Francisco State University. Dr. Pesick also taught U.S. History and American Government for eighteen (18) years at the high school level. Dr. Pesick will support middle and high school teachers to implement the CCSS by developing literacy in Social Studies/History by providing staff development for eight (8) days throughout the year. This request supports District Strategic Goal #1: Prepare all students for college and careers; 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 District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The cost of this training is \$1,000.00 per day, not to exceed \$8,000.00. This training cost will be provided by the District Title II, Staff Development funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Stanley L. Pesick, Ph.D. to Provide Middle and High School Teachers Social Studies Training on Reading, Writing and Thinking Historically: Implementing the Common Core's Goal of Academic and Disciplinary Literacy.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Stanley L. Pesick, 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:

Mr. Pesick will Provide eight Professional Development trainings for Middle and High School History Teachers with a focus on developing literacy skills to support implementation of the Common Core Standards across the the curriculum.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 ( ) HOURS [X] DAY(s), under the terms of this agreement at the following location TUSD.

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

- a. District shall pay \$1000.00 per ( ) HOUR [X] DAY [X] FLAT RATE, not to exceed a total of \$8000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ( ) SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS, ( ) SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 1, 2014, and shall terminate on May 29, 2015.

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Linda Dopp at (209) 830-3200 Ext. 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

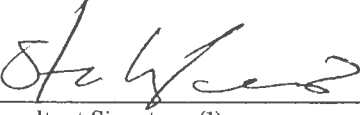
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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

E \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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

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

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 23, 2014  
**SUBJECT:** **Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Mental Health Training Workshops to Staff for the 2014-2015 School Year.**

**BACKGROUND:** The Prevention Services Office coordinates the Prevention and Early Intervention (PEI) program funded through San Joaquin County Behavioral Health Services and monitored by San Joaquin County Office of Education. PEI funds are used for mental health services for students throughout Tracy Unified School District (TUSD) and include assessment, crisis intervention, onsite counseling, off-site referrals and other services, as needed. During the 2014/2015 school year, PEI will continue offering suicide awareness and prevention workshops for staff. The workshops will focus on identifying the signs of depression and suicidal ideation, as well as actions to take when intervention is required.

**RATIONALE:** Students experiencing mental health issues are often at risk for depression, suicidal behaviors or self-harm. During the 2013/-2014 school year, over 500 students were referred for mental health services. Interventions were provided on various school sites with trained counselors. In addition, five school sites received mental health training during the school year. The goal was to inform staff about the early signs of mental health problems and assist in identifying the possible causes and steps for intervention. Valley Community Counseling Services provides the trainings and will continue offering mental health and suicide prevention trainings during the 2014/2015 school year. This supports District Strategic Goal #1: Prepare all students for college and careers; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Valley Community Counseling Services fees are \$500 per workshop. The total expected cost for the 2014/2015 school year is \$2,500.00. Fees for Mental Health workshops will be paid by the Prevention and Early Intervention (PEI) funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Mental Health Training Workshops to Staff for the 2014-2015 School Year.

**Prepared by:** Joan E. McCready, Coordinator Prevention Services Office

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling Services, 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: Workshops for staff regarding mental health assessments and interventions for students identified as in need of counseling services including but not limited to suicide awareness, co-occurring disorders, substance abuse and other mental health disorders.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/workshops Months/Weeks (circle one), under the terms of this agreement at the following location District office and school sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$500 per HOUR/DAY/WORKSHOP (circle one), not to exceed a total of \$2,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District ☐ **SHALL**; ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
  - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS**, ☐ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 11, 2014, and shall terminate on May 29, 2015.
5. This agreement may be terminated at any time during the term by either party upon thirty days written notice.
6. Contractor shall contact the District's designee, Joan E. McCready, Coordinator at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

## Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

David Love  
Consultant Signature (1)

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

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

\_\_\_\_\_  
Date

Executive Director  
Title

\_\_\_\_\_  
Account Number to be Charged:  
01-9014-0-1110-3110-5800-820-2402  
Prevention Services Office  
Department/Site Approval

\_\_\_\_\_  
Address

Stockton, Ca. 95209

Jean E. McCready  
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.

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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:** May 30, 2014  
**SUBJECT:** Approve Agreement for Special Contract Services with Erik Palmer to Provide a Management Team Training on April 30, 2015, a Keynote Address and Training for Teachers at the Staff Development Buy-Back Day on May 1, 2015

**BACKGROUND:** The Joint TUSD-TEA Professional Development Committee identified digital literacy and critical thinking skills as key areas in need of ongoing professional development.

**RATIONALE:** Erik Palmer is a nationally recognized authority on digital literacy and an author of multiple trade and educational books. Mr. Palmer will provide the following professional development trainings for the district:

- (1) Workshop for TUSD Management Team on April 30, 2015: *Presentation Skills for School Leaders*
- (2) Keynote address on May 1, 2015 at the Staff Development Buy-Back Day: *Reading Redefined*
- (3) Teacher workshop on May 1, 2015 at the Staff Development Buy-Back Day: *Internet Reading and Website Evaluation Skills; Media and Argument Literacy.*

This Agenda item meets District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified subgroups is closed and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The total expected cost is \$6,000 including travel expenses. The cost will be paid through Common Core Implementation Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Erik Palmer to Provide a Management Team Training on April 30, 2015, a Keynote Address and Training for Teachers at the Staff Development Buy-Back Day on May 1, 2015.

**Prepared by:** Dr. Dmitriy Voloshin, Director of Staff Development

# 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 Erik Palmer, 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:

- (1) Workshop for TUSD management team: Presentation Skills for School Leaders [4/30/15; 1 hour 30 minutes]
- (2) Buy Back Day keynote address: Reading Redefined [5/1/15; 1 hour 15 minutes]
- (3) Buy Back Day workshop: Internet Reading and Website Evaluation Skills; Literacy [5/1/15; 4 hours 30 minutes]

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 ( ) 1 HOURS ☒ DAY(s), under the terms of this agreement at the following location TUSD sites

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

- a. District shall pay \$5,300.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$5,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☒ SHALL; ☐ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$700.00 for the term of this agreement.
- c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on June 11, 2014, and shall terminate on May 2, 2015.

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, Dmitriy Voloshin, Ed.D. at (209) 830-3232 x 1551 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

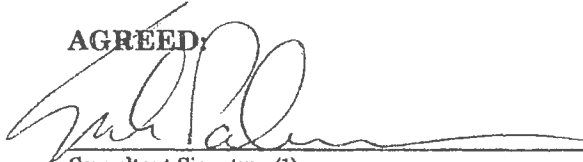
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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

Aurora CO 80014

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

\_\_\_\_\_  
Date

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

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

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

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

Send all copies to the Business Office:

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



**TRACY**  
UNIFIED SCHOOL DISTRICT

# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 30, 2014  
**SUBJECT:** **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

## BACKGROUND:

## CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Armanguay-Martinez, Andrea Para Educator II	Dist. Wide	05/16/14	Accepted Special Ed Para I position at Art Freiler
Ensor, Donna Adult School Financial Secretary	Adult School	06/30/14	Accepted School Site Business Manager position at West High School
Pich, Marath H.S. Library Technician	KHS	06/06/14	Personal
Sanfilippo, Kennette Para Educator I	THS	08/07/14	Accepted Adult School Evening Secretary position
Timmons, Kelsey Site Supervisor	STEPS/Stein	05/30/14	Personal
Wilson, Vashayla Para Educator I	Villalovoz	08/07/14	Accepted IEP Para Educator I position at George Kelly

## BACKGROUND

## CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Contreras, Engracia School Supervision Assist.	Central	07/01/14

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Nolan, Doris Secretary to Director of Curriculum & Student Services	DEC/ Student Services	08/30/14

**BACKGROUND**

**CERTIFICATED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Franco, James Superintendent	DEC	6/30/14

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Baker, James Math Teacher	KHS	4/12/14	Personal
Bassett, Maria Math Teacher	THS	5/30/14	Personal
Berber, Fabiola 7 <sup>th</sup> Grade Math	Kelly	5/30/14	Personal
Coronado, Rebecca SLP	Special Education	6/30/14	Personal
Duarte, Michael Social Science	KHS	6/30/14	Personal
Gallegos, Eve 7 <sup>th</sup> Grade Core	Kelly	5/30/14	Personal
Olson, Lyndsay English Teacher	WHS	5/30/14	Personal
Putney, Louis 5 <sup>th</sup> Grade	North	6/30/14	Personal
Vierra, Christine 6 <sup>th</sup> Grade Core	Kelly	6/30/14	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 and Human Resources





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 30, 2014  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Armanguay-Martinez, Andrea

Gregory, Kia

Sanfilippo, Kennette

Wilson, Vashayla

## CLASSIFIED

Special Education Para Educator I (Replacement)

\*Filled by current TUSD employee

Art Freiler School

Range 24, Step A - \$12.89 per hour

6 hours per day

Funding: Special Ed- IDEA

K-8 Library Technician (Replacement)

\*Filled by current TUSD employee

George Kelly School

Range 30, Step E - \$17.84 per hour

5 hours per day/20 hours per week

Funding: State Lottery

Tracy Adult School Evening Secretary  
(Replacement)

\*Filled by current TUSD employee

Adult School

Range 36, Step C - \$18.69 per hour + ND

8 hours per day

Funding: Adult Education

I.E.P. Para Educator I (Replacement)

\*Filled by current TUSD employee

George Kelly School

Range 24, Step D - \$14.80 per hour

5 hours per day

Funding: Special Education

**BACKGROUND:**

Ensor, Donna

**MANAGEMENT/CLASSIFIED**  
**CONFIDENTIAL**

School Site Business Manager  
West High School  
Range LMH 15, Step C - \$26.92 per hour  
8 hours per day  
Funding: General Fund

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 30, 2014  
**SUBJECT:** Ratify Employment of 2014 Summer School Staff

**BACKGROUND:** Applications for summer school were received from staff, and interviews were conducted for the 2014 summer school session. Assignments for the 2014 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made. This agenda item needs to be ratified due to the finalizing of student enrollment and staffing needs for summer school.

This agenda item meets District Strategic Goal #1: Prepare all students for college and careers, 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 District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** Summer School Funding

**RECOMMENDATION:** Ratify Employment of 2014 Summer School Staff

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

**CERTIFICATED STAFF  
SUMMER SCHOOL  
2014**

LAST	FIRST	POSITION	TOTAL PAY
Berryman	Amy	Special Ed Pre K	\$ 3,908.52
Boehmer	Carla	Egyptology	\$ 3,908.52
Canosa	Abigail	Special Ed 4/5	\$ 3,908.52
Carlfeldt	Cindy	Brainiac Academy	\$ 3,908.52
Carlson	Sarah	Kinder Bridge Program	\$ 812.16
Cauble	Christa	Biomes	\$ 3,908.52
Demarest	Christina	Kinder Bridge Program	\$ 812.16
Dituri	Donna	ILC	\$ 4,839.12
Duncan	Mark	Algebra	\$ 4,839.12
Dutcher	Dana	Brainiac Academy	\$ 3,908.52
Gill	Ranvir	Biology (Credit Recovery)	\$ 4,839.12
Greer	Cindy	Egyptology	\$ 3,908.52
Harvey	Renaye	Algebra	\$ 3,908.52
Holguin	Dora	Special Ed Credit Recovery	\$ 4,839.12
Hughes	Melissa	Biomes	\$ 3,908.52
James	Theresa	Trigonometry	Paid on time sheet
Kalnins	Paul	Algebra	\$ 4,839.12
Kassel	Jennifer	Bridge to Biology	\$ 3,908.52
Lee	Kenneth	ILC	\$ 4,839.12
Lopez	Manuel	Special Ed Credit Recovery	\$ 4,839.12
Miranda	Leila	Special Ed 2/3	\$ 3,908.52
Mireles-Jacinto	Brenda	Special Ed 2/3	\$ 3,908.52
Odoko	Bola	Algebra	\$ 4,696.12
Pastore	Jandy	Special Ed Pre K	\$ 3,908.52
Peltz	Theresa	Cyber High	\$ 4,839.12
Petty	Mary	Summer School Administrator	\$ 6,334.85
Rocci	Donald	Special Ed Young Adult Program	\$ 4,982.12
Sailsbery	Tiffany	Special Ed 6/7/8	\$ 3,908.52
Sanchez	Lorena	Bridge to Biology or Brainiac	\$ 3,908.52
Stiles	Wes	Cyber High	\$ 4,839.12
Thomas	Crystal	Special Ed K/1	\$ 3,908.52
Toon	Christine	Special Ed Young Adult Program	\$ 4,839.12
Westcott	Misty	Special Ed 2/3	\$ 3,908.52
<b>Total Certificated Staff for 2014 Summer Session</b>			<b>\$ 132,473.45</b>

**CLASSIFIED STAFF  
SUMMER SCHOOL  
2014**

LAST	FIRST	POSITION	TOTAL PAY
ABED	JOSEFINA	Para-Kinder Bridge	\$ 231.45
AGUILAR	MARIA	FOOD SERVICE WORKER	\$ 1,158.41
AGUILAR	JULIE	SPECIAL ED PARA	\$ 1,998.70
ALEXANDER	SHARON	SPECIAL ED PARA	\$ 1,740.20
ALVARO	SHERRI	SPECIAL ED PARA	\$ 2,187.00
ARENALES ALEGRIA	BRENDA	FOOD SERVICE WORKER	\$ 896.00
AUSTIN	VIRGINIA	FOOD SERVICE WORKER	\$ 1,029.70
AUSTIN	LISA	SPECIAL ED PARA	\$ 1,697.30
BAILEY	JEANNE	SPECIAL ED PARA	\$ 2,187.00
BAKER	TERRI	SPECIAL ED PARA	\$ 2,187.00
BUKSH	SHAHIEDA	SPECIAL ED PARA	\$ 1,697.30
CHARTIER	DEVIN	SPECIAL ED PARA	\$ 1,545.50
DANDER	LIANE	SPECIAL ED PARA	\$ 2,083.05
GARCIA	GINA	SPECIAL ED PARA	\$ 1,697.30
GRIMES	CHRISTINE	SPECIAL ED PARA	\$ 1,697.30
JUAREZ	NINA	SPECIAL ED PARA	\$ 2,752.65
KOUDA	MARIKA	SPECIAL ED PARA	\$ 2,083.05
LAURON-RAMOS	SHIRLEY	SPECIAL ED PARA	\$ 1,819.40
MAROUFKHANI	GRAZIELLA	FOOD SERVICE WORKER	\$ 1,134.11
MATASOL	CINTHYA	FOOD SERVICE WORKER	\$ 2,316.83
MENDOZA	MARIA	SPECIAL ED PARA	\$ 1,697.30
MONTEMAYOR	PRISCILA	FOOD SERVICE SUPERVISOR	\$ 7,365.60
MUZZI	ROSA	SPECIAL ED PARA	\$ 1,782.00
NAVARRO	MIRIAM	ELEM ATTENDANCE CLERK	\$ 2,288.88
OCHOA	ROCIO	Para-Kinder Bridge	\$ 253.80
OSBOURN	DEBBIE	SPECIAL ED PARA	\$ 1,782.00
PEMBERTON	CHRISTINE	SPECIAL ED PARA	\$ 1,909.60
PHILPOTT-CEFALU	JAMIE	SPECIAL ED PARA	\$ 1,740.20
PIMENTEL	CHRISTINE	SPECIAL ED PARA	\$ 1,740.20
PLARES	SELIA	FOOD SERVICE WORKER	\$ 1,147.38
RAMEY	JOAN	SPECIAL ED PARA	\$ 2,513.70
RAMIREZ	LUCIA	SPECIAL ED PARA	\$ 1,740.20
RANDISI	MECHELLE	SPECIAL ED PARA	\$ 1,811.70
ROBLEDO	LISA	SPECIAL ED PARA	\$ 1,697.30
SCHEUERLEIN	ROBYN	HS ATTENDANCE CLERK	\$ 2,240.98
SOUSA	CARMINE	SPECIAL ED PARA	\$ 2,393.55
SWANEY	ALICIA	FOOD SERVICE WORKER	\$ 3,161.25
TORREZ	ANGELICA	FOOD SERVICE WORKER	\$ 939.40
VASQUEZ	DIANA	Para-Kinder Bridge	\$ 231.45
VATRAN	KRISTYN	SPECIAL ED PARA	\$ 1,476.20
VERDUZCO	NICOLE	SPECIAL ED PARA	\$ 1,658.80
VIK	MARLENE	Para-Kinder Bridge	\$ 231.45
WILSON	VASHAYLA	Para-Kinder Bridge	\$ 210.75
<b>Total Classified Staff for 2014 Summer Session</b>			<b>\$ 76,152.93</b>



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent of Business Services  
**DATE:** May 30, 2014  
**SUBJECT:** Adopt Resolution No. 13-24 Certifying the Number of Unhoused Pupils Pursuant to Section 1859.162.1(a) to be Served by the Millennium Charter School New Construction Project

**BACKGROUND:** On February 27, 2014, the Tracy Learning Center Charter Schools, Primary, Discovery and Millennium, notified the School District that the Tracy Learning Center intends to file applications for rehabilitation and new construction funding for its charter schools located at 51 E. Beverly Place with the Office of Public School Construction (OPSC) under the Charter School Facility Program (CSFP). The deadline to file an SAB 50-09, Application for Charter School Preliminary Apportionment is between April 1, 2014 and May 30, 2014.

The Rehabilitation Charter funding application requires that the School District and the Charter School submit an agreement for use of the facilities to be rehabilitated. The agreement is a required part of the original funding application. The Rehabilitation agreements were approved by the Board of Education at the April 8, 2014 Board meeting and have been fully executed.

The New Construction Charter funding application requires that the School District update its District wide Enrollment Certification/Projection eligibility (SAB form 50-01); and, adopt a school board resolution certifying to the number of the district's unhoused pupils pursuant to Section 1859.162(a), that the project will house. The School District has 90 days from the receipt of the Tracy Learning Centers - Millennium High School (grades 9-12) notification on February 27, 2014 to complete this action; however, due to the complexity of the district's eligibility update, OPSC granted an extension to the 90-day deadline until June 2014. The resolution certifying to the number of the district's unhoused pupils (grade 9-12) that the project will house and the supporting documentation used to generate this number are attached.

**RATIONALE:** Millennium Charter High School is applying for preliminary apportionment (reservation of funds) for three classrooms currently rented/leased on the Clover campus. The District has developed and completed SAB Forms 50-01; and certifies that there are no unhoused pupils at the 9-12 grade level. The attached resolution certifies that the Millennium Charter High School project will not serve any of the District's unhoused pupils.

**FUNDING:** Not Applicable

**RECOMMENDATIONS:** Adopt Resolution No. 13-24 Certifying the Number of Unhoused Pupils Pursuant to Section 1859.162.1(a) to be Served by the Millennium Charter School New Construction Project

**Prepared by:** Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 13-24**

**Certifying to the Number of Unhoused Pupils Pursuant to Section 1859.162.1(a) to be Served by  
the Millennium Charter School New Construction Project**

**WHEREAS**, AB 127 was approved by Governor Schwarzenegger in May 2006. Among other things, this law changed some of the provisions of the Charter School Facility Program (CSFP). The changes were incorporated into law when voters approved an additional \$500 million for the CSFP as part of Proposition 1D in the November 2006 election;

**WHEREAS**, the CFSP now requires that the number of pupils that are reduced from a district's new construction eligibility as a result of a charter school filing an application on its own behalf be determined by that school district;

**WHEREAS**, for a charter school applying on its own behalf for new construction funds, the new regulations request the school district to provide a certification to the number of the district's unhoused pupils, pursuant to Section 1859.50, that the project will serve;

**WHEREAS**, as of the date of this board report, the number of unhoused pupils at the grade levels to be served by the Millennium Charter High School project is zero;

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

Section 1.     Recitals. The foregoing recitals are true and correct.

Section 2.     The Millennium Charter School has notified the District that it intends to apply for funding for three classrooms currently housed in rented/leased facilities;

Section 3.     As a requirement of that application, the Charter School has requested that the governing board of the District certify pursuant to Education Code Section 17078.53(d)(1) the number of unhoused pupils pursuant to Article 3 (commencing with Education Code Section 17071.75) that will be served by the project;

Section 4.     The District has completed the Enrollment Projection/Certification (Form 50-01) for the current year enrollment data to determine the number of District unhoused pupils;

Section 5.     The District certifies that there are no unhoused pupils in the grade levels to be served by the project according to the State formula for the determination of District unhoused pupils; therefore the proposed Millennium Charter High School project will serve zero unhoused Tracy Unified School District pupils.

Section 6.     Effective Date. This Resolution shall take effect immediately upon its adoption.

**APPROVED, PASSED AND ADOPTED** this 10th day of June, 2014 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**





# ADMINISTRATIVE SERVICES MEMORANDUM

**To:** Board of Education  
**From:** Dr. James C. Franco, Superintendent  
**Date:** June 10, 2014  
**Subject:** Adopt Resolution #13-23 Specifications of the Election Order

**BACKGROUND:** The regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district.

**RATIONALE:** In order to participate in a consolidated election with San Joaquin County, the Board of Trustees must pass a resolution to do so. In effect, this resolution places the election of Trustees on the General Election Ballot of November 4, 2014.

**FUNDING:** N/A.

**RECOMMENDATION:** Adopt Resolution #13-23 Specifications of the Election Order.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 13-23  
Specifications of the Election Order**

**WHEREAS**, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district; and

**WHEREAS**, the governing board member election shall be held on Tuesday, November 4, 2014; and

**WHEREAS**, the purpose of the election is to elect four (4) members of the Governing Board of the Tracy Unified School District, in San Joaquin County, as follows:

Four (4) Trustees – area at large – four-year terms

**WHEREAS**, the Clerk or Secretary of the Governing Board shall deliver, no later than June 20, 2014, two copies of this Resolution and Order to the county Superintendent of Schools, and one copy to the officer conducting the election.

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Board of the Tracy Unified School District of San Joaquin County, being the Board authorized by law to make the designations therein, certifies the Specification of the Election Order as presented.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of June, 2014, 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**



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison,  
Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 2, 2014  
**SUBJECT:** Adopt Revised Board Policy 1312.3 Uniform Complaint  
Procedures (First Reading)

**BACKGROUND:** The Tracy Unified School District Board of Education approved Board Policy 1312.3 Uniform Complaint Procedures on June 11, 2013. Under the Local Control Funding Formula (LCFF), all Local Education Agencies (LEAs) are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet annual goals for all pupils, with specific activities to address state and local priorities identified pursuant to Education Code Section 52060(d). The governing board of each LEA shall adopt an LCAP on or before July 1, 2014. To be in compliance with the LCAP, the Board Policy 1312.3 Uniform Complaint Procedures are required to be updated to include the LCAP language.

**RATIONALE:** 5 CCR 4621 mandates districts to adopt policies and procedures which are consistent with the state's uniform complaint procedures (UCP) as specified in 5 CCR 4600-4687. During the Categorical Program Monitoring (CPM) process the California Department of Education (CDE) staff will review the District's UCP, board policies and annual notification. During this review, CDE staff will check to ensure that the District's policy contains a statement that the District is primarily responsible for legal enforcement and investigation of complaints. This complies with 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:** Not applicable.

**RECOMMENDATION:** Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures (First Reading).

**Prepared by:** Sam Strube, Director of Student Services and Curriculum

## UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The district shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures. (5 CCR 4620)

The district shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)

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

Uniform complaint procedures shall also be used to address any complaint alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs. **In addition, uniform complaint procedures shall be used to address any complaint alleging that the district has not complied with the Local Control and Accountability Plan (LCAP).** (5 CCR 4610)

The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant. (5 CCR 4621)

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

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with the uniform complaint procedures, whenever all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations. (5 CCR 4631)

**UNIFORM COMPLAINT PROCEDURES**

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate for any complaint alleging discrimination, harassment, intimidation, or bullying, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed. (5 CCR 4621)

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

1. Sufficiency of textbooks or instructional materials
2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Teacher vacancies and miss-assignments
4. Deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both parts of the high school exit examination

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs 8500-

8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

37254 Intensive instruction and services for students who have not passed exit exam 41500-

41513 Categorical education block grants

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs 52160-

52075-LCAP compliance

52178 Bilingual education programs 52300-52490

Career technical education 52500-52616.24 Adult schools

52800-52870 School-based program coordination

54000-54028 Economic impact aid programs

54100-54145 Miller-Unruh Basic Reading Act

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

## UNIFORM COMPLAINT PROCEDURES

TUSD Approved: June 11, 2013 (TBD)

56000-56867 Special education programs

59000-59300 Special schools and centers 64000-

64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state 12900-

12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs

6601-6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs 7301-

7372 Title V rural and low-income school programs

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 30, 2014  
**SUBJECT:** **Acknowledge Revised Administrative Regulation 1312.3 Uniform Complaint Procedures (First Reading)**

**BACKGROUND:** The Tracy Unified School District Board of Education approved Administrative Regulation 1312.3 Uniform Complaint Procedures on June 11, 2013. Under the Local Control Funding Formula (LCFF), all Local Education Agencies (LEAs) are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet annual goals for all pupils, with specific activities to address state and local priorities identified pursuant to Education Code Section 52060(d). The governing board of each LEA shall adopt an LCAP on or before July 1, 2014. To be in compliance with the LCAP, the Administrative Regulation 1312.3 Uniform Complaint Procedures are required to be updated to include the LCAP language.

**RATIONALE:** 5 CCR 4621 mandates districts to adopt policies and procedures which are consistent with the state's Uniform Complaint Procedures (UCP) as specified in 5 CCR 4600-4687. During the Categorical Program Monitoring (CPM) process the California Department of Education (CDE) staff will review the District's UCP, Administrative Regulations and annual notification. During this review, CDE staff will check to ensure that the District's policy contains a statement that the District is primarily responsible for legal enforcement and investigation of complaints. This complies with 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:** Not applicable.

**RECOMMENDATION:** Acknowledge Revised Administrative Regulation 1312.3 Uniform Complaint Procedures (First Reading).

**Prepared by:** Sam Strube, Director of Student Services and Curriculum

## UNIFORM COMPLAINT PROCEDURES

### A. Purpose and Scope

Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy. **In addition, uniform complaint procedures shall be used to address any complaint alleging that the district has not complied with the Local Control and Accountability Plan (LCAP).**

(cf. 1312.1 - Complaints Concerning District Employees) (cf.  
1312.2 - Complaints Concerning Instructional Materials) (cf.  
1312.4 - Williams Uniform Complaint Procedures)  
(cf. 4031 - Complaints Concerning Discrimination in Employment)

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)

(cf. 5145.6 - Parental Notifications)

### B. General

#### 1. Compliance Officers

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

Director of Student Services (209) 830-3280

or

Director of Curriculum, Accountability and ~~Special Programs~~ **Continuous Improvement** (209) 830-3275 or

Assistant Superintendent for Educational Services and Human Resources  
(209) 830-3202  
1875 W. Lowell  
Tracy, CA 95376



## UNIFORM COMPLAINT PROCEDURES

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

(cf. 9124 - Attorney)

### C. Notifications

1. The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

2. The Superintendent or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR 4622)

3. The notice shall:

- a. Identify the person(s), position(s), or unit(s) responsible for receiving complaints

- b. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable

- c. Advise the complainant of the appeal process, pursuant to Education Code 262.3 including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies

- d. Include statements that:

1. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.

**UNIFORM COMPLAINT PROCEDURES**

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

3. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.

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

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

6. Copies of the district's uniform complaint procedures are available free of charge.

**D. Procedures**

1. All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)
2. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.
3. All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

**Step 1: Filing of Complaint**

Any individual, public agency or organization may file a written complaint of the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630)

A complaint concerning unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation, or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630)

## UNIFORM COMPLAINT PROCEDURES

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges **and regarding noncompliance with the LCAP requirements** may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)

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

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

### Step 2: Mediation

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

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

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

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

### Step 3: Investigation of Complaint

Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

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

In accordance with law, the district shall provide the investigator with access to records and other

**UNIFORM COMPLAINT PROCEDURES**

information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Step 4: Response

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

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

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

Step 5: Final Written Decision

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

The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

7. **For complaints regarding noncompliance with the requirements of the LCAP, notice of complainant's right to appeal the decision within 15 days to the Superintendent of Public Instruction (SPI) and procedures to be followed for initiating such an appeal.**

## **Instruction**

**AR 1312.3 (a)**

### **UNIFORM COMPLAINT PROCEDURES**

In addition, any decision concerning a discrimination, harassment, intimidation, or bullying complaint based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

If investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that effective action was taken and that the student or employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. **If a complaint alleging noncompliance with the laws regarding the LCAP is found to have merit, the District shall provide a remedy to all affected students, parents and guardians.** (Education Code 49013)

#### **E. Appeals to the California Department of Education**

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE. (Education Code 49013; 5 CCR 4632)

The complainant shall file his/her appeal within 15 calendar days of receiving the district's decision and the appeal shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

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

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

## UNIFORM COMPLAINT PROCEDURES

### 7. Other relevant information requested by the CDE

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

#### F. Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, harassment, intimidation, and bullying based on state law, a complainant shall wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. (Education Code 262.3)

#### Appeals to the Superintendent of Public Instruction Regarding Noncompliance with the Requirements of the LCAP

If dissatisfied with the decision of the District, the Complainant may appeal the decision in writing to the SPI within 15 days of receiving the decision.

When appealing to the SPI, within 15 days of receiving the decision, the complainant must specify the reason(s) for appealing the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and the decision.

Upon notification by the SPI that the complainant has appealed the decision made by the District, the Superintendent or designee shall forward the following documents to the SPI:

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by the District, if not covered by the decision.

## UNIFORM COMPLAINT PROCEDURES

4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the designated investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the District's uniform complaint procedures.
7. Other relevant information requested by the SPI.

The complainant shall receive a written appeal decision within 60 days of the SPI's receipt of the appeal pursuant to Education Code 52075.

G. Record Retention

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

H. Responsible Administrative Unit

Educational Services

I. Approved by Administrator of Division

Assistant Superintendent for Educational Services and Human Resources

## UNIFORM COMPLAINT PROCEDURES

### A. Purpose and Scope

Except as the Governing Board may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy. **In addition, uniform complaint procedures shall be used to address any complaint alleging that the district has not complied with the Local Control and Accountability Plan (LCAP).**

(cf. 1312.1 - Complaints Concerning District Employees) (cf.  
1312.2 - Complaints Concerning Instructional Materials) (cf.  
1312.4 - Williams Uniform Complaint Procedures)  
(cf. 4031 - Complaints Concerning Discrimination in Employment)

The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)

(cf. 5145.6 - Parental Notifications)

### B. General

#### 1. Compliance Officers

The following compliance officer(s) shall receive and investigate complaints and shall ensure district compliance with law:

Director of Student Services (209) 830-3280

or

Director of Curriculum, Accountability and ~~Special Programs~~ **Continuous Improvement** (209) 830-3275 or

Assistant Superintendent for Educational Services and Human Resources  
(209) 830-3202  
1875 W. Lowell  
Tracy, CA 95376



## UNIFORM COMPLAINT PROCEDURES

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

(cf. 9124 - Attorney)

### C. Notifications

1. The Superintendent or designee shall annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

2. The Superintendent or designee shall make available copies of the district's uniform complaint procedures free of charge. (5 CCR 4622)
3. The notice shall:
  - a.. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
  - b. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
  - c. Advise the complainant of the appeal process, pursuant to Education Code 262.3 including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
  - d. Include statements that:
    1. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.

**UNIFORM COMPLAINT PROCEDURES**

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

3. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.

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

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

6. Copies of the district's uniform complaint procedures are available free of charge.

**D. Procedures**

1. All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)
2. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.
3. All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

**Step 1: Filing of Complaint**

Any individual, public agency or organization may file a written complaint of the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630)

A complaint concerning unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation, or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 calendar days. (5 CCR 4630)

## UNIFORM COMPLAINT PROCEDURES

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges **and regarding noncompliance with the LCAP requirements** may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)

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

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

### Step 2: Mediation

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

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

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

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

### Step 3: Investigation of Complaint

Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

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

In accordance with law, the district shall provide the investigator with access to records and other

**UNIFORM COMPLAINT PROCEDURES**

information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Step 4: Response

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

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

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

Step 5: Final Written Decision

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

The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

7. **For complaints regarding noncompliance with the requirements of the LCAP, notice of complainant's right to appeal the decision within 15 days to the Superintendent of Public Instruction (SPI) and procedures to be followed for initiating such an appeal.**

**Instruction**

**AR 1312.3 (a)**

**UNIFORM COMPLAINT PROCEDURES**

In addition, any decision concerning a discrimination, harassment, intimidation, or bullying complaint based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

If investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that effective action was taken and that the student or employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. **If a complaint alleging noncompliance with the laws regarding the LCAP is found to have merit, the District shall provide a remedy to all affected students, parents and guardians.** (Education Code 49013)

E. Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the CDE. (Education Code 49013; 5 CCR 4632)

The complainant shall file his/her appeal within 15 calendar days of receiving the district's decision and the appeal shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

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

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

## UNIFORM COMPLAINT PROCEDURES

### 7. Other relevant information requested by the CDE

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

#### F. Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging discrimination, harassment, intimidation, and bullying based on state law, a complainant shall wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. (Education Code 262.3)

#### Appeals to the Superintendent of Public Instruction Regarding Noncompliance with the Requirements of the LCAP

If dissatisfied with the decision of the District, the Complainant may appeal the decision in writing to the SPI within 15 days of receiving the decision.

When appealing to the SPI, within 15 days of receiving the decision, the complainant must specify the reason(s) for appealing the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and the decision.

Upon notification by the SPI that the complainant has appealed the decision made by the District, the Superintendent or designee shall forward the following documents to the SPI:

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by the District, if not covered by the decision.

## UNIFORM COMPLAINT PROCEDURES

4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the designated investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the District's uniform complaint procedures.
7. Other relevant information requested by the SPI.

The complainant shall receive a written appeal decision within 60 days of the SPI's receipt of the appeal pursuant to Education Code 52075.

G. Record Retention

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

H. Responsible Administrative Unit

Educational Services

I. Approved by Administrator of Division

Assistant Superintendent for Educational Services and Human Resources



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 30, 2014  
**SUBJECT:** **Approve CSEA Reclassification/Reallocation New Job Title and Revised Job Description for Special Education Accounts Secretary to Assistant to the Director of Special Education**

**BACKGROUND:** Pursuant to Article XL, Reclassification Requests, of the Master Agreement between the Tracy Unified School District (TUSD) and California School Employees Association (CSEA), requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by November 1 of each year. The District received a request that the position of Special Education Accounts Secretary in the Special Education Department be reclassified/reallocated.

A Reclassification/Reallocation committee consisting of four administrators and four CSEA members met and provided their recommendation to the TUSD and CSEA negotiating teams regarding the request.

The negotiating teams met on April 30, 2014 to consider the recommendation from the Reclassification/Reallocation Committee. The negotiating teams reached a tentative agreement that included updating the job description, changing the job title from Special Education Accounts Secretary to Assistant to the Director of Special Education, and increasing the salary range from Range 34 to Range 35. The new job description is attached.

In addition, the Human Resources Department has established as one of its priorities to review and revise District job descriptions. The District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, District requirements and any Federal, State or Department of Education requirements.

This agenda item aligns with District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The additional annual cost will be paid out of the General Fund.

**RECOMMENDATION:** Approve CSEA Reclassification/Reallocation New Job Title and Revised Job Description for Special Education Accounts Secretary to Assistant to the Director of Special Education

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



## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** ~~Special Education Accounts Secretary Assistant to the Director of Special Education~~

**DEPARTMENT:** Special Education ~~District Office~~

**POSITION SUMMARY:** Under the general ~~direction~~ **supervision** of the Director of Special Education, **the Assistant to the Director of Special Education** performs complex work in the keeping of **budgetary**, financial ~~or~~ **and** statistical records, and **performs** general clerical functions **to support the Special Education Department. This is a twelve month position.**

### **ESSENTIAL FUNCTIONS:**

1. **Assists the Director of Special Education in managing** ~~Manages GATE & Special Education department budgets, prepares~~ **including** purchase requisitions, timesheets, conference/travel requests, and **contracts and budget transfers** ~~for regular and extended year. the Department.~~
2. ~~Analyzes accounts and compares to Financial Reports~~
3. **Coordinates with Department personnel and outside agencies during Home Hospital placements and records maintenance.**
4. Assists **the** Director of Special Education with budget development.
5. Assists teachers **Special Education staff** with purchase requisitions, **stock orders, and budget problems. procedures.**
6. Assists **the Director of Special Education in managing** management of Home Hospital assignments.
7. Compiles and submits **mandated** District, County, State, and Federal reports.
8. Updates and maintains **electronic records using District and Department software.** ~~CASEMIS database program.~~
9. **Responds to inquiries via telephone, in person, mail, e-mail and electronic communication devices.** ~~Answers and routes incoming telephone calls and assists walk in visitors.~~
10. ~~Answers questions regarding Special Education and GATE activities, policies & programs.~~
11. Performs a wide variety of clerical **and budgetary** duties for the Director of Special Education **and Department staff.** ~~Program Specialists, School Psychologists, Special Education teachers, Language, Speech and Hearing Specialists, and GATE teachers.~~
12. ~~Helps supervise clerical work of assistants.~~
13. **Maintains regular and prompt attendance in the workplace.**
14. Performs **other** related duties as assigned.

**EDUCATION AND EXPERIENCE:** Ability to ~~provide and~~ carry out oral and written directions, ~~in English, to~~ read, **write** and speak at a level sufficient to fulfill the duties **to be performed.** ~~described.~~ **High school diploma or equivalent required, and two years of experience in budget management desired, preferably in a school setting.**

## SKILLS AND QUALIFICATIONS:

1. **Knowledge of District budgetary policies**, methods and practices of ~~for~~ financial record keeping.
2. Knowledge of ~~School~~ District programs, **policies** and procedures relating to the Special Education office **and** County, State and Federal regulations pertaining to Special Education. ~~and GATE.~~
3. Knowledge of **the elements of correct** English usage, grammar, spelling, punctuation, **and** vocabulary. ~~and~~
4. **Ability to apply intermediate math skills.** ~~arithmetic.~~
5. Knowledge of ~~basic~~ **District and Department** computer skills **software** and programs **for budgeting and record keeping.**
6. Ability to operate standard office equipment.
7. **Knowledge of office methods and procedures, including budget processes, filing, and effective customer service.**
8. Ability to maintain cooperative working relationships with those contacted in the course or work.
9. Ability to perform responsible clerical work requiring ~~independent judgment with speed~~ and accuracy **with minimal supervision.**

## 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 visual aids.
4. Speak so that others may understand at normal levels and on the telephone **with or without hearing aids.**
5. Hear at normal levels and on the telephone, with or without hearing aids.
6. **Stand and/or walk on hard and/or uneven surfaces for extended periods of time.**
7. **Bend, squat, stoop and/or climb for extended periods of time.**
8. **Reach overhead, grasp, push/pull up to 25 pounds for short distances.**
9. ~~Stand, walk, bend over, reach overhead, grasp, push, and move;~~ Lift and/or carry up to 25 pounds at waist height for short distances.

**WORK ENVIRONMENT:** Employees in this position will be required to work indoors in a standard office environment and come in contact with **District staff**, students, **parents**, ~~school site staff, District Office staff~~ and the public.

**SALARY:** Classified Range **35**

Revised TUSD 1/9/07

Revised:



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 30, 2014  
**SUBJECT:** **Approve CSEA Reclassification/Reallocation, New Job Title and Job Description for Transportation Assistant to Assistant to the Director of Transportation**

**BACKGROUND:** Pursuant to Article XL, Reclassification Requests, of the Master Agreement between the Tracy Unified School District (TUSD) and California School Employees Association (CSEA), requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by November 1 of each year. The District received a request that the position of Transportation Assistant in the Transportation Department be reclassified/reallocated.

A Reclassification/Reallocation committee consisting of four administrators and four CSEA members met and provided their recommendation to the TUSD and CSEA negotiating teams regarding the request.

The negotiating teams met on April 30, 2014 to consider the recommendation from the Reclassification/Reallocation Committee. The negotiating teams reached a tentative agreement that included updating the job description, changing the job title from Transportation Assistant to Assistant to the Director of Transportation, and increasing the salary range from Range 33 to Range 35. The revised job description is attached.

In addition, the Human Resources Department has established as one of its priorities to review and revise District job descriptions. The District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, District requirements and any Federal, State or Department of Education requirements.

This agenda item aligns with District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The additional annual cost will be paid out of the General Fund.

**RECOMMENDATION:** Approve CSEA Reclassification/Reallocation, New Job Title and Job Description for Transportation Assistant to Assistant to the Director of Transportation

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** ~~Transportation~~ Assistant to the Director of Transportation

**DEPARTMENT/DIVISION:** Transportation Department

**POSITION SUMMARY:** Under general supervision of the Director of Transportation, **the Assistant to the Director of Transportation** ~~to~~ performs a variety of complex and responsible clerical duties and provides support to the Director and other **Transportation Department** personnel. **This is a twelve month position.**

### ESSENTIAL FUNCTIONS:

1. Performs a wide variety of clerical work including word processing, data entry, filing and **Department** recordkeeping.
2. **Processes reports, agreements and documents for the Department, including confidential reports, and maintains files.**
3. Responds to inquiries via telephone, in person, mail, and e-mail, and answers questions regarding Transportation issues such as field trip requests, District vehicle requests, vehicle repair procedures and bus pass applications.
4. Operates standard office equipment and maintains records required by local, County, State and Federal agencies.
5. **Drafts forms used by the Department, and orders forms and office supplies.**
6. Contacts parents and/or school sites regarding student discipline problems.
7. Maintains records for bus passes including applications and ~~monies due~~ **account balances.**
8. **Maintains and updates the Transportation Department web page.**
9. Types/prepares letters, reports, memoranda, bulletins or other material from oral direction, rough draft, or notes.
10. **Uses District software to prepare materials for training, presentations, and other communications.**
11. May receive, sort and distribute incoming and outgoing mail.
12. **Records monthly absence reports for submission to Payroll and maintains records regarding Department employees' attendance.**
13. Facilitates communication between bus drivers and the Director of Transportation in the absence of the Director and the Driver Trainer/Dispatcher, including the operation of two-way radio equipment.
14. **Collaborates with other departments when necessary to review staffing needs and employee scheduling.**
15. On occasion, may drive a District vehicle and transport students, or function as Dispatcher as needed.
16. Maintains regular and prompt attendance in the workplace.
17. Performs other related duties as **assigned.** ~~required.~~

### EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Must pass District required pre-employment exam. High school diploma or equivalent required. Must possess a valid California Driver's license. Two years of increasingly responsible office experience required, preferably in a school setting.

## SKILLS AND QUALIFICATIONS:

1. Knowledge of **the elements of correct** English usage, grammar, spelling, punctuation, vocabulary and ~~arithmetic~~ **possess basic math skills.**
2. Knowledge of basic **District** computer programs **used for word processing and record keeping**, including, but not limited to, Microsoft Word, Excel and inventory or other software specific to the ~~District~~ or Transportation Department.
3. Ability to operate standard office equipment.
4. Knowledge of office methods and ~~practices~~ **procedures**, including **letter and report writing**, filing systems, **and effective customer service.**
5. Ability to type at a speed of 50 words a minute from clear copy.
6. Ability to perform clerical work of moderate difficulty without close supervision **and demonstrate strong organizational skills.**
7. **Knowledge of local regulations regarding hazardous waste reporting.**
8. **Ability to interpret and apply District policies, and knowledge of local, State and Federal regulations related to the Transportation Department.**
9. Ability to analyze situations accurately and adopt effective courses of action.
10. Ability to operate a two-way radio and dispatch appropriately **when necessary.**
11. Ability to maintain cooperative working relationships with those contacted in the course of work.

## PHYSICAL REQUIREMENTS:

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

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

## WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District staff, students, parents, and the public. In addition, the Transportation Assistant may occasionally perform duties and responsibilities that occur outside school buildings and facilities at other school related activities and events, and may be exposed to gas, diesel vapors, vehicle exhaust and other chemicals.

Salary Range: 35

Board Approved: TUSD 8/25/2009

Revised:



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 30, 2014  
**SUBJECT:** **Approve CSEA Reclassification/Reallocation to Reclassify Daytime Custodian I's Working at K-5 and K-8 School Sites to Utility Person II**

**BACKGROUND:** Pursuant to Article XL, Reclassification Requests, of the Master Agreement between the Tracy Unified School District (TUSD) and California School Employees Association (CSEA) requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by November 1 of each year. The District received a request that the position of daytime Custodian I working at a K-5 and K-8 school sites be reclassified as Utility Person II, a position and job description that currently exists in the District.

A Reclassification/Reallocation committee consisting of four administrators and four CSEA members met and provided their recommendation to the TUSD and CSEA negotiating teams regarding the request. The negotiating teams met on April 30, 2014 to consider the recommendation from the Reclassification/Reallocation Committee. The negotiating teams reached a tentative agreement to reclassify daytime Custodian I's working at K-5 and K-8 school sites to Utility Person II. This change results in a change from Custodian I Salary Range 31 to Utility Person II Range 35, which is the current salary range for the Utility Person II position.

This agenda item aligns with District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** The additional annual cost will be paid out of the General Fund.

**RECOMMENDATION:** Approve CSEA Reclassification/Reallocation to Reclassify Daytime Custodian I's Working at K-5 and K-8 School Sites to Utility Person II

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



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 10, 2014  
**SUBJECT:** Authorize Declaration of Need for the 2014-2015 School Year

**BACKGROUND:** In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing board of a school district is required to certify that there may be an insufficient number of certificated persons who meet the district's employment criteria as listed on the attached forms.

**RATIONALE:** Each school year the District must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need must be approved by the District's School Board at a regular public meeting before being submitted to the California Commission on Teacher Credentialing.

This aligns with Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.

**FUNDING:** None.

**RECOMMENDATION:** Authorize Declaration of Need for the 2014-2015 School Year

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



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☒ Original Declaration of Need for year: 2014-2015

☐ Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Tracy Unified School District District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 10 / 14 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2015.

Submitted by (Superintendent, Board Secretary, or Designee):

Dr. Sheila Harrison Asst. Supt. of HR and Ed. Svc.  
*Name Signature Title*

209-830-3264 209-830-3260 \_\_\_\_\_  
*Fax Number Telephone Number Date*

1875 W. Lowell Avenue - Tracy CA 95376  
*Mailing Address*

lgallegos@tusd.net  
*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_ / \_\_\_\_ / \_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**



Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

### AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	3
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: _____	
<input checked="" type="checkbox"/> Resource Specialist	2
<input checked="" type="checkbox"/> Teacher Librarian Services	1
<input type="checkbox"/> Visiting Faculty Permit	0

### LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	5
Special Education	3
TOTAL	8

### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☒ Yes ☐ No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university intern program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an intern program.

San Joaquin COE (TCSJ); CSU Stanislaus; CSU East Bay

If no, explain why you do not participate in an intern program.