

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JUNE 24, 2014

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

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

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, G. Silva, J. Vaughn
Staff: J. Franco, C. Goodall, S. Harrison, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services:
3.1.2 CONFERENCE WITH LEGAL COUNSEL - Anticipated litigation
Significant exposure to litigation pursuant to subdivision (d) of
Government Code Section 54956.9: 1 case

3.2 Educational Services:
3.2.1 Finding of Fact #13-14/#80
3.2.2 Request to Expunge Records #RTE #13-14/#7, 8
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.3 Human Resources:
3.3.1 Consider Non-Paid Leave of Absence Request for Certificated
Employee #UC-867, Pursuant to Article XX
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.3 Conference with Labor Negotiator
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Finding of Fact # Finding of Fact #13-14/#80

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

6b Report Out of Action Taken on Request to Expunge Records #RTE #13-14/#7, 8

Action: **Vote:** Yes __; No __; Absent __; Abstain __.

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-867, Pursuant to Article XX

Action: **Vote:** Yes __; No __; Absent __; Abstain __.

7. Approve Regular Minutes of June 10, 2014.

1-6

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

8. Student Representative Reports: None

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

10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a 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 Administrative & Business Services: None.

12. PUBLIC HEARING: None.

13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items. **Action:** Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.

13.1 Administrative & Business Services:

13.1.1 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

7-8

13.1.2 Approve Assembly, Service, Business and Food Vendors

9-17

13.1.3 Approve Accounts Payable Warrants (April-May, 2014) (Separate Cover Item)

18

13.1.4 Approve Payroll Reports (April-May, 2014)

19-24

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13.1.5	Approve Revolving Cash Fund Reports (April-May, 2014)	25-27
13.1.6	Accept the Parent Organization/Booster Club Applications Submitted for the 2014/2015 School Year	28-29
13.1.7	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	30-34
13.1.8	Authorize the Director of Food Services to Award Contracts for Food and Non-Food Items for the 2014/2015 School Year	35-50
13.2	Educational Services:	
13.2.1	Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2014-2015 School Year	51-53
13.2.2	Approve Funding For Three Tracy Unified School District (TUSD) Staff Members To Obtain their Board Certification in Behavior Analysis	54
13.2.3	Approve Agreement for Special Contract Services with Counseling and More Restoration Center to Provide Intervention/Conflict Management Services and Parent Training at Louis Bohn Elementary School for the 2014-2015 School Year	55-57
13.2.4	Approve Agreement for Special Contract Services with Bureau of Lectors to Provide Four Assemblies at South/West Park Elementary School during the 2014-2015 School Year	58-60
13.2.5	Approve Master Contract and Individual Services Agreement with Central Valley Training Center, NPS, for School Year 2014-2015 (Separate Cover Item)	61
13.2.6	Approve the Spring 2013-2014 Consolidated Application for the Tracy Unified School District	62-67
13.2.7	Approve Agreement for Special Contract Services with Fresno County Office of Education Cyber High Use License and Service Agreement for the 2014-2015 School Year	68-70
13.2.8	Approve Agreement for Special Contract Services with Scholastic Inc. for Management Team Training Provided by the International Center for Leadership in Education for the 2014-2015 School Year	71-78
13.2.9	Approve Agreement for Special Contract Services with Counseling and More (CAM) to work with students at Jacobson Elementary School for the 2014-2015 School Year	79-81
13.2.10	Approve Agreement for Special Contract Services with Joey Feith to Provide Training for Physical Education Teachers on January 9, 2015 and May 1, 2015 Staff Development Buy Back Days	82-84
13.2.11	Approve Agreement for Special Contract Services with Counseling and More Restoration Center (CAM) to work with EL Students and Ninth Grade Students at John C. Kimball High School for the 2014 – 2015 School Year	85-87
13.2.12	Approve Agreement for Special Contract Services with Point Break Adolescent Resources to Provide Counseling and Other Services to Students as needed for the 2014-2015 School Year	88-90

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13.2.13	Approve 2014-2015 Preliminary School Plans and Site Categorical Budgets for 2014-2015 (Separate Cover Item)	91
13.2.14	Approve Contract with ProCare Therapy, Inc., Sign Language Interpreting Services	92-97
13.2.15	Ratify Contract with The Speech Pathology Group, Inc. for Extended School Year (ESY) for the 2013-14 School Year	98-103
13.2.16	Approve Agreement for Special Contract Services with Counseling And More Restoration Center (CAM) to Provide Counseling at South/West Park School for the 2014-2015 School Year	104-106
13.2.17	Approve Agreement for Special Contract Services with Counseling And More Restoration Center (CAM) to provide a Parent Liaison and Parent Project Workshops at South/West Park School during the 2014-2015 School Year	107-109
13.2.18	Approve Agreement for Special Contract Services with Soul Shoppe to Provide Four (One Day) Workshop Sessions for Students, Three Parent Meetings and Four Classified Staff Training Meetings at South/West Park during the 2014/2015 School Year	110-113
13.2.19	Authorize the Advancement Via Individual Determination (AVID), Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Williams Middle School and Monte Vista Middle School for the 2014-15 School Year	114-121
13.2.20	Approve Agreement for Special Contract Services and Memorandum of Understanding with Nancy Fetzter's Literacy Connections and Tracy Unified School District (South/West Park) for the 2014-2015 School Year	122-125
13.2.21	Approve the South/West Park State Preschool Self-Evaluation Annual Report for the 2013/14 School Year	126-131
13.2.22	Approve Overnight Travel for West High School Agriculture Department Activities for the 2014-15 School Year	132-135
13.2.23	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2014 – 2015 School Year	136-138
13.2.24	Approve Agreement for Special Contract Services with the College and Career Academy Support Network (CCASN) to Provide Staff Development for Training in Project Based/Interdisciplinary Teaching During the 2014/2015 School Year	139-141
13.2.25	Approve Agreement for Special Contract Services with "One Day At A Time" (ODAT) to Provide Services to West High Students for the 2014-2015 School Year	142-148
13.2.26	Approve Overnight Travel for 2014-2015 Yearbook Staff to Attend July Yearbook Camp at the University of the Pacific in Stockton, CA on July 22-25, 2014	149

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13.3 Human Resources:	
13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees	150-151
13.3.2 Approve Classified, Certificated and/or Management Employment	152
13.3.3 Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School During the Summer 2014 and the 2014-2015 School Year	153-155
13.3.4 Approve Agreements for Special Contract Services for Assistant Football Coaches Robert Eccleston, Tobin Cattolico, KT Ransom and Eric Relova at Kimball High School for the 2014-2015 Season	156-164
14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1 Administrative & Business Services:	
14.1.1 Approve the 2014-15 Annual School District Budget (Separate Cover Item)	165-166
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.2 Approve the Proposed Local Control Accountability Plan (LCAP) and Associated Expenditures for the 2014-2015 School Year (Separate Cover Item)	167
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.3 Adopt Resolution #13-25, Authorizing and Defining Names to Sign Orders on School District Funds	168-170
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.1.4 Approve Resolution No. 13-26 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services	171-173
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2 Educational Services:	
14.2.1 Adopt 2014-2015 Middle School (6-8) Student Handbook	174-184
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.2 Adopt 2014-2015 High School Student Handbook	185-210
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.3 Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures (Second Reading)	211-214
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
14.2.4 Acknowledge Revised Administrative Regulation 1312.3 Uniform Complaint Procedures (Second Reading)	215-223
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.	
15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.	

16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
17. **Board Meeting Calendar:**
 - 17.1 August 12, 2014
 - 17.2 August 26, 2014
 - 17.3 September 9, 2014
 - 17.4 September 23, 2014
18. **Upcoming Events:**

18.1 August 11, 2014	First Day of 2014-15 School Year
18.2 September 1, 2014	No School, Labor Day
18.3 September 8, 2014	District Welcome Back

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, June 10, 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 Finding of Fact #13-14/#78, 79
Vote: Lewis, Silva. As amended. Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement AFE#13-14/#28, 29, 30
Vote: Yes-7; No-0.
6c Report Out of Action Taken on Request for Expungement RFR#13-14/#5, #6
Vote: Yes-7; No-0.
6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC – 865, Pursuant to Article XX
Vote: Approved. Yes-7; No-0.
6e Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-866 Pursuant to Article XX
Vote: Denied. Yes-7; No-0.

Minutes: **Approve Regular Minutes of May 27, 2014.**
Action: Gouveia, Guzman. **Vote:** Yes-7; No-0.

Employees Present: J. Bailey, S. Thornton, C. Spikes, L. Dopp, S. O'Hara Jones, R. Riddle, J. Lawrence, L. Nelson, R. Call, C. Woo, J. Danoy, B. Carter, A. Cummings, B. Pekari,

Press: Denise Rizzo, Tracy Press

Visitors Present:

Student Rep Reports: None.

Recognition & Presentations: 9.1 Recognize Tracy Unified School District Retirees for the 2013-14 School Year

Trustee Gouveia recognized Art Cummings, 5th grade teacher at Hirsch. He commented that he has been honored to serve the district. Trustee Crandall recognized Superintendent, Jim Franco for his 27 years at Tracy Unified. He thanked the district for all its done for him and believes that being on a team is important and makes a difference.

**Hearing of
Delegations**

10. Steve Thornton commented on the Kimball sports fields. He is concerned with the water issue. The district has re-seeded and the fields started to come back but there is no water again. It was difficult for teams to find alternative fields to play. He would like to see the board put together a long range plan so they don't have to go through this every season. He believes that West Side Irrigation District does not meet the needs of Kimball High School. He would like to see an alternative plan in place so that 12 months of the year they are able to get water. He feels that we will lose coaches and students.

Andrew Johnson is an employee and parent of an athlete at Kimball High School. They haven't been able to use the fields. The athletes still have to pay the transportation fee, however home games are now away games. He would also like a long term solution in place to water the fields. The students should have the same amenities as Tracy High and West High. He would like to find a long term solution that works for all parties and we need to find a way to transport the athletes to the other sites for practice.

Charles Spikes requested that the board help find a long term solution.

Mercedes Silveria Gouveia commented that she attended the Tracy High graduation ceremony and it was very nice. She also attended the Monte Vista promotion. She commented that bilingual teachers are mentoring other teachers which will help close the achievement gap. She would like to continue these programs as they are successful. She would also like to congratulate the superintendent for leading the Measure B effort. Ted Guzman was on the steering committee. There are many community leaders who would like to be involved and continue to serve the district. She commented on several students who are doing well in education thanks to the district's programs and she would like it continued.

Renee Riddle learned about "Mcjobs" which means low hours and wages. She is concerned about the library tech hours. She believes that they were promised their hours back and they have not received them. She would like the board to look at that again and give the library techs their hours back.

**Information &
Discussion Items:**

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

Public Hearing:

12.1 **Administrative & Business Services:**
12.1.1 Conduct Public Hearing for the 2014-15 Annual School District Budget

Opened the public hearing at 7:45 p.m.
No comments were made.
Closed the public hearing at 7:46 p.m.

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)

Opened the public hearing at 7:47 p.m.

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, and Director of Alternative Programs, Linda Dopp presented a power point on the LCAP to inform the board and the public of what the LCAP and LCFF are. This is the state's new way of sending dollars to the districts. They reviewed the preliminary draft of the plan. This has been the most dramatic reform in school finance since the 1970s and replaces the old way districts were funded.

The State Board of Education has a template to follow and the local plan is aligned to goals. This plan must be adopted by July 1, 2014 and stakeholder groups provide input. The plan must be adopted every 3 years and updated yearly. This is our second public hearing. They developed a survey and compiled the results. The information guided the action steps that were designed for a 3 year period and the first public hearing was held on April 8, 2014.

The next steps are to have the LCAP and budget approved at the June 24th board meeting and then it will be submitted to the county as required.

No public comments were made

Closed the public hearing at 8:07 p.m.

Consent Items:

Action: Lewis, Crandall. **Vote:** Yes-7; No-0; Absent-1(Lewis)

13.1 Administrative & Business Services:

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

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

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

13.2 Educational Services:

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

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

13.2.3 Approve Agreement for Special Services between Nancy Fetzer and Central School for the 2014-2015 School Year

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
- 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
- 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
- 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
- 13.3 Human Resources:**
- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2** Approve Classified, Certificated and/or Management Employment
- 13.3.3** Ratify Employment of 2014 Summer School Staff
- Action Items:**
- 14.1 Administrative & Business Services:**
- 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
- Action:** Guzman, Silva. **Vote:** Yes-7; No-0.
- 14.1.2** Adopt Resolution #13-23 Specifications of the Election Order
- Action:** Lewis, Gouveia. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:**
- 14.2.1** Adopt Revised Board Policy 1312.3 Uniform Complaint Procedures (First Reading)
- Action:** Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 14.2.2** Acknowledge Revised Administrative Regulation 1312.3 Uniform Complaint Procedures (First Reading)
- Action:** Crandall, Guzman. **Vote:** Yes-7; No-0.
- 14.3 Human Resources:**
- 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
- Action:** Gouveia, Crandall. **Vote:** Yes-7; No-0.
- 14.3.2** Approve CSEA Reclassification/Reallocation, New Job Title and Job Description for Transportation Assistant to Assistant to the Director of Transportation
- Action:** Crandall, Guzman. **Vote:** Yes-7; No-0.
- 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
- Action:** Gouveia, Silva. **Vote:** Yes-7; No-0.

14.3.4 Authorize Declaration of Need for the 2014-2015 School Year
Action: Crandall, Gouveia. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Lewis thanked the audience for being here. He commented that the consent items are regular business and they have read the background information and are familiar with the issues. He thanked Ted, Jim, Casey and Bonny for their work on Measure B along with the entire committee and he would like to have a meeting to recognize the committee. It is incredible that it has passed and all of our campus will have nice facilities. He attended the Kimball High graduation. Casey gave a very nice speech. Ten years ago, Delta College set up a program for 5th graders called "Passport to College". He would like a report on that as many of those students are now seniors. He also thanked Linda for that program. He heard tonight in comments on Kimball High water that West Side Irrigation District is costing us less money, but that is not true. Dr. Goodall commented that brief answer is that it is not a cost consideration. Kimball High is outside of the city limits and will be adopted into the city limits in the future. The city is under a mandate of the state to reduce water used for landscape. The city is saying at no time in near future can we tap into their water until wastewater is in place. They did allow us to tap into potable water for the school. Trustee Silva thanked the voters of Tracy for passing and supporting Measure B. They will take good care of that money and use it for our facilities. He attended the West High graduation and congratulated Troy Brown. Everyone was on perfect behavior. One of the perks of being on the board is handing out diplomas to students. He wishes them well. Trustee Costa attended several 8th promotions and was impressed by the number of students acknowledged for being on the honor roll. She also attended Stein High's graduation. Those students always have a lot of fun. The West High graduation went very well and Troy Brown had a great group of students. Trustee Gouveia attended an anti-bullying workshop for LGBT students at the county office of education. He attended Monte Vista and North School's promotion. He also attended Stein High and Tracy High and enjoyed those ceremonies very much. He is now the chairperson of the Parks and Recreation committee and will be working on goals for next year. They are talking about placement and usage of sports containers. This Saturday is the Lions All Star Tournament at Tracy High School. Trustee Guzman congratulated the community on passing the bond. Connell did a good job of directing votes to the right people. He looks forward to improving and updating the schools in the district. He would like to have the steering committee recognized. He also attended the Tracy High graduation and it went very well. Trustee Crandall attended the West High graduation. This is the first year that we split the board to attend all graduations at same time. He's proud of all the kids that graduated this year and did not hear one bad story about graduation night. He thanked everyone who supported Measure B by helping with phone banks and block walks. Kimball has had a tough year. We have lawyers behind the turf issues and we are working on it. Casey did not say turn the water off. That is coming from the state. Dr. Franco's last meeting is June 24th. He hopes that this room is packed for all the right reasons. Trustee Vaughn congratulated all graduates from all high schools and the adult school. He thanked all staff, management, classified, and certificated for all their hard work this year. He also thanked the voters for supporting Measure B. The students will benefit from that. Kelly and James were at Kimball High School's graduation. Having a few board members at each one worked out and having all starting at the same

time was a great idea.

**Superintendent
Report:**

Dr. Franco requested a moment of silence for Donna Boyd, a Hirsch teacher, who passed away last week. She gave her all and helped out in the community and was one of the bond leaders before she became ill. He thanked the board for a great year. Last week the passing of Measure B carried great significance. Mr. Spikes was a 1991 graduate and football player. Mr. Pekari is in the audience tonight. He's the world's best volunteer. He was in a free throw shoot out contest and he made the shots. Aracelli is in the audience tonight and she is one of the students who was part of the Passport to College program. He received good feedback on scheduling all high school graduations at the same time. He thanked Linda Dopp for her work on the LCAP project. It was great to have a good team and the bond committee did a great job. George Hepner was a model of teamwork and everyday he would be out there working for the bond.

Adjourn: 8:35 p.m.

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

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 4, 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:

Freiler School:

1. Tracy Unified School District/Freiler School: From the Freiler Staff Parent Association (FSPA) for the amount of \$607.49 (ck. #2069 - \$556.65, ck. #1011 - \$50.84). This donation will be used towards classroom supplies and will benefit the staff and students of Freiler School.

West High School:

1. Tracy Unified School District/West High School: From Ellis Aquatics Swim Team for the amount of \$850.00 (ck. #1332). This donation will benefit the West High School swim team.

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: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: June 13, 2014
SUBJECT: Approve Assembly, Service, Business and Food Vendors

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

PREPARED BY: Cindy Everhart, Facility Use Secretary

Date Board Approved	Vendor	Insurance Expires
SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS UNDER FOOD VENDOR BELOW!		
<p style="text-align: center;">↓ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL↓:</p>		
	Adam Sidwell - Future House Publishing author and book signing. 310-266-7839. adamsidwell@gmail.com or April Smith - 801-400-0314, April@futurehousepublishing.com	11/7/2014
<p style="text-align: center;">↓ APPROVED LIST BELOW BY EXPIRATION DATE ↓</p>		
9/25/2012	SOS Entertainment - Sound, Lighting & Event Production Company. Derek Sage - 661-424-1767, info@sosentertainment.com, www.sosentertainment.com	6/25/2014
4/23/13	Child Abuse Prevention Council of San Joaquin County , Lindy Turner-Hardin, 464-4524, lturner@nochildabuse.org, www.nochildabuse.org	7/1/2014
3/8/11	Dr. Andrew Trosien, DDS. Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2014
11/13/07	Yosemite Community College - Great Valley Museum Program. Science and natural history information classes, programs, and exhibits. Molly Flemate Museum Specialist 209-575-6196. NO LIVE OR DEAD ANIMALS	7/1/2014
10/22/13	Barbizon Performing Arts Academy - Jamie Sorenson - 415-583-3055, jamie@barbizon.tv	7/8/2014

4/12/11	Explorit Science Center - 530-756-0191, explorit@explorit.org, www.explorit.org	7/21/2014
2/11/14	SJ Micke Grove Zoological Society - Outreach program for Title 1 schools to improve science literacy. Meets State & NGSS standards. Allison Meader, 331-2138, ameador@sjgov.org, www.mgzoo.org	8/1/2014
2/14/12	CAM Counseling and More Restoration Center - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2014
2/26/13	Media Fusion Studios , Video Production, Nick Xanttopulos, 957-4021, nick@mediafusionstudios.com, www.mediafusionstudios.com	8/22/2014
2/11/14	Eaton Interpreting Services, Inc. Provides on-site & video remote sign language interpreting services. Lindsey Divino, 916-721-3636, info@eatoninterpreting.com	8/27/2014
1/25/11	Sorren Bennick Productions - Power of One Anti-Bullying Program, Sorren Bennick 1-866-816-5808, sorenbennick@sorenbennick.com; To view a video clip of the show, go to www.sorenbennick.com; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact".	9/18/2014
10/25/11	Amos Productions -DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/20/2014
8/28/12	One Day At A Time, Inc. - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues- 925-437-3574. www.odatec.org	10/30/2014
4/8/14	UNeed2 - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org	10/20/2014
2/12/13	Dataworks -No Parent Left Behind Parent Program. Parents as teachers, motivations and academic performance, home environment and homework assistance. Maria Cuadra - 800-495-1550, maria@dataworks-ed.com or info@dataworks-ed.com	11/25/2014

1/28/14	The Platinum Photo Booth - Photo Booths & Event Photography. Derek Lubag 209-648-0490, info@theplatinumphotobooth.com. www.ThePlatinumPhotoBooth.com	12/1/2014
10/9/07	Mad Science - Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2014
2/11/14	World of Wonders Science Museum (WOW) , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org	12/1/2014
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2015
3/12/13	Entourage Events SF - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook	1/15/2015
9/13/11	California Weekly Explorer, Inc. - History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2015
8/25/09	Soul Shoppe - Shawna Jones, Phone: (510) 338-3231, info@soulshoppe.com, shawna@soulshoppe.com, support@soulshoppe.com. www.soulshoppe.com	2/1/2015
10/11/11	Rumors Productions - Jenna Teyshak/Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2015

4/8/14	Historic Old Sacramento Foundation - presents 1 hour presentations on California History. Janessa West - 916-808-4980, Jwest@cityofsacramento.org, www.historicoldsac.org	2/4/2015
2/26/13	Elite Entertainment Professional DJ Services, Photo Booth, Audio & Visual, Greg Wallace, 952-3548, elitedj@aol.com, www.elitedj4u.com	2/5/2015
11/13/07	Bureau of Lectures & Ancient Artifacts - John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	2/5/2015
4/12/11	LMG Attractions - DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com	3/1/2015
9/25/2012	Central Valley Party - party rental supplies, on-site events. Archille Hubbner - 832-8890, info@centralvalleypartyrentals.com. Www.centralvalleypartyrentals.com	3/21/2015
1/25/11	Rhythm Magic - Multi-Cultural Music/Academic Program. Michael Bayard - 916-683-2575, bayard@rhythmmagic.com. www.rhythmmagic.com	3/28/2015
3/8/11	Benny & Bebe's Magic Circus - European clowning, magic, mime & puppetry. http://www.MagicCircus.com, info@magiccircus.com. (415) 457-4FUN (4386)	4/25/2015
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2015
4/23/13	Rick Sullivan Productions, Lenard "The Kyd" Jackson teenage comedian. (510) 228-7038, ugotjokes@comcast.net, www.ugotjokes.net	5/1/2015

2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2015
2/12/08	Sparkles the Clown , Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2015
2/23/10	All for KIDZ, Inc. Producers of THE NED SHOW- character education program. Customercare@allforkidz.com, www.thenedshow.com1- 877-872-9696 x101	5/4/2015
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2015
9/11/12	Give Every Child A Chance , Tutor Mentoring Program, 855-0702, www.gecacracy.org	5/18/2015
8/28/07	Horizon Intertaiment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2015
12/13/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net,	6/3/2015
2/14/12	PIQE-Parent Institute for Quality Education - Teresa Guerrero, 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2015
10/25/11	Sow A Seed Community Foundation - Rodeshia Ransome. Provide at risk youth and families with tools. 645-2012 or 510-376-3533, sowaseedcf@yahoo.com. www.sowaseedcf.org	6/10/2015
5/26/09	Cowboys & Kids Reach Assembly , Penny Conway, www.reachkids.com, reachme@theriver.com	Insurance not Required NO Charge, Tier 1

5/8/12	Dairy Council of CA Mobile Dairy Classroom , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1	Insurance not Required NO Charge, Tier 1
4/28/09	District 5 Dairy Princess , 639-1715	Insurance not Required NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel , Safe Driving Assembly targeted at 8th, 9th & 10th graders. Ken Ucci 408-680-4881 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	Insurance not Required NO Charge, Tier 1
2/10/09	JOE FOSS Institute , 480.348.0316, www.jfiweb.org	Insurance not Required NO Charge, Tier 1
10/23/07	Lawrence Hall of Science , 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	Insurance not Required NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	Insurance not Required NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	Insurance not Required NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	Insurance not Required NO Charge, Tier 1
12/10/13	SJ Vector Control - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org	Insurance not Required NO Charge, Tier 1
12/13/11	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	Insurance not Required NO Charge, Tier 1
↓ The list of Approved Food Vendors is for insurance purposes only. It does not supersede the approval required for food sales through food services or replace the standard facility use process ↓		
↓ APPROVED FOOD VENDORS ↓		

3/11/2014	The Cupcake Lady - Cupcake catering service. Steve 417-5777, sfraga2009@hotmail.com	7/3/2014
12/8/09	Tracy Breakfast Lions Club - James Solarez - 221-8811	9/1/2014
5/14/13	Buffalo Wild Wings - Food/Catering. Allan Santa Catalina - 916-798-3407, 425@buffalowildwings.com, www.buffalowildwings.com	9/1/2014
10/23/12	Rainbow Italian Ice - Tonya or Jayson Griffith-510-491-5689, italianicegirl2012@yahoo.com or 510-591-6693. www.rainbowitalianice.com.	9/4/2014
12/8/09	Texas Roadhouse - Tim Lund, 830-1133, store_tracy@texasroadhouse.com	12/1/2014
9/25/2012	Squeeze Inn Restaurant - Food catering. Dean Davis - 833-7992 or 331-3228. www.tracy.thesqueezeinn.com	1/12/2015
3/11/2014	Taqueria La Mexicana - Mobile Truck Catering. Letty 610-1871, letty25045@hotmail.com	3/21/2015
11/12/12	Menchie's Frozen Yogurt , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com	6/6/2015
10/25/11	Mi Espiranza - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020.	10/15/2015
<p>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p>		
<p>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.</p>		

OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: June 9, 2014
SUBJECT: Approve Accounts Payable Warrants (April-May, 2014)

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

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

FUNDING: N/A

RECOMMENDATION: Approve Accounts Payable Warrants (April-May, 2014).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 9, 2014
SUBJECT: **Approve Payroll Reports (April-May, 2014)**

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

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A

RECOMMENDATION: Approve Payroll Reports (April-May, 2014).

Prepared by: Reed Call, Director of Financial Services

Pay Date 04/10/2014

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	01	SACS Object	Amount	
		1100	331,352.97	Teachers' Salaries
		1200	11,980.16	Cert Pupil Support Salaries
		1300	18,779.11	Cert Suprvsrs' & Admins' Sal
		1900	9,080.00	Other Certificated Salaries
		2100	34,921.68	Instructional Aides' Salaries
		2200	119,418.72	Classified Support Salaries
		2300	2,598.93	
		2400	13,904.12	Clerical & Office Salaries
		2900	9,259.50	Other Classified Salaries
		Total Labor	551,295.19	
Fund	01	SACS Object	Amount	
		3101	23,189.83	STRS On 1000 Salaries
		3201	238.57	PERS On 1000 Salaries
		3202	3,591.95	PERS On 2000 Salaries
		3301	6,021.07	
		3302	11,080.27	
		3402	52.79	
		3501	185.05	State Unemploy On 1000 Salary
		3502	90.10	State Unemploy On 2000 Salary
		3601	7,457.79	Worker'S Comp Ins On 1000 Sal
		3602	3,618.69	Worker'S Comp Ins On 2000 Sal
		Total Contributions	55,526.11	
Fund	12	SACS Object	Amount	
		2100	330.52	Instructional Aides' Salaries
		2400	243.76	Clerical & Office Salaries
		2900	491.77	Other Classified Salaries
		Total Labor	1,066.05	
Fund	12	SACS Object	Amount	
		3202	31.08	PERS On 2000 Salaries
		3302	55.74	
		3502	0.54	State Unemploy On 2000 Salary
		3602	21.43	Worker'S Comp Ins On 2000 Sal
		Total Contributions	108.79	
Fund	13	SACS Object	Amount	
		2200	19,141.78	Classified Support Salaries
		Total Labor	19,141.78	
Fund	13	SACS Object	Amount	
		3202	339.56	PERS On 2000 Salaries
		3302	855.51	
		3502	9.55	State Unemploy On 2000 Salary
		3602	384.56	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,589.18	

Pay Date 04/18/2014

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund 01	SACS Object	Amount	
	1200	89,024.49	Cert Pupil Support Salaries
	1300	134,705.75	Cert Suprvsrs' & Admins' Sal
	1900	8,983.66	Other Certificated Salaries
	2100	111,553.55	Instructional Aides' Salaries
	2200	233,809.39	Classified Support Salaries
	2300	45,009.63	
	2400	128,429.26	Clerical & Office Salaries
	2900	12,235.63	Other Classified Salaries
	Total Labor	763,751.36	
Fund 01	SACS Object	Amount	
	3101	18,229.89	STRS On 1000 Salaries
	3201	1,341.40	PERS On 1000 Salaries
	3202	55,403.48	PERS On 2000 Salaries
	3301	3,957.56	
	3302	40,014.24	
	3501	116.30	State Unemploy On 1000 Salary
	3502	265.70	State Unemploy On 2000 Salary
	3601	4,675.96	Worker'S Comp Ins On 1000 Sal
	3602	10,670.04	Worker'S Comp Ins On 2000 Sal
	Total Contributions	134,674.57	
Fund 12	SACS Object	Amount	
	2100	1,954.17	Instructional Aides' Salaries
	2400	744.80	Clerical & Office Salaries
	2900	2.88	Other Classified Salaries
	Total Labor	2,701.85	
Fund 12	SACS Object	Amount	
	3102	59.07	STRS On 2000 Salaries
	3202	167.42	PERS On 2000 Salaries
	3302	147.94	
	3502	1.29	State Unemploy On 2000 Salary
	3602	54.30	Worker'S Comp Ins On 2000 Sal
	Total Contributions	430.02	
Fund 13	SACS Object	Amount	
	2200	32,345.04	Classified Support Salaries
	2300	8,065.73	
	2400	5,360.56	Clerical & Office Salaries
	Total Labor	45,771.33	
Fund 13	SACS Object	Amount	
	3202	4,018.12	PERS On 2000 Salaries
	3302	3,198.86	
	3502	22.89	State Unemploy On 2000 Salary
	3602	919.79	Worker'S Comp Ins On 2000 Sal
	Total Contributions	8,159.66	

Pay Date 04/30/2014

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund 01	<u>SACS Object</u>	<u>Amount</u>	
	1100	4,304,083.97	Teachers' Salaries
	1200	255,076.84	Cert Pupil Support Salaries
	1300	386,902.22	Cert Suprvsrs' & Admins' Sal
	1900	72,744.55	Other Certificated Salaries
	2100	329,427.80	Instructional Aides' Salaries
	2200	594,216.89	Classified Support Salaries
	2300	126,388.39	Class Suprvsrs' & Admins' Sal
	2400	350,997.29	Clerical & Office Salaries
	2900	34,292.38	Other Classified Salaries
	Total Labor	6,454,130.33	
Fund 01	<u>SACS Object</u>	<u>Amount</u>	
	3101	407,427.90	STRS On 1000 Salaries
	3201	8,900.33	PERS On 1000 Salaries
	3202	158,579.18	PERS On 2000 Salaries
	3301	66,136.56	
	3302	98,979.78	
	3401	585,459.18	
	3402	231,462.03	
	3501	2,509.57	State Unemploy On 1000 Salary
	3502	716.13	State Unemploy On 2000 Salary
	3601	100,842.92	Worker'S Comp Ins On 1000 Sal
	3602	28,839.97	Worker'S Comp Ins On 2000 Sal
	3701	75,876.97	
	3702	50,139.35	
	Total Contributions	1,815,869.87	
Fund 12	<u>SACS Object</u>	<u>Amount</u>	
	2100	6,066.14	Instructional Aides' Salaries
	2400	2,191.84	Clerical & Office Salaries
	Total Labor	8,257.98	
Fund 12	<u>SACS Object</u>	<u>Amount</u>	
	3102	165.04	STRS On 2000 Salaries
	3202	481.49	PERS On 2000 Salaries
	3302	395.69	
	3402	653.67	
	3502	4.14	State Unemploy On 2000 Salary
	3602	165.94	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,865.97	
Fund 13	<u>SACS Object</u>	<u>Amount</u>	
	2200	88,536.25	Classified Support Salaries
	2300	22,463.22	Class Suprvsrs' & Admins' Sal
	2400	14,308.16	Clerical & Office Salaries
	Total Labor	125,307.63	
Fund 13	<u>SACS Object</u>	<u>Amount</u>	
	3202	11,713.81	PERS On 2000 Salaries
	3302	8,424.21	
	3402	13,742.68	
	3502	62.64	State Unemploy On 2000 Salary
	3602	2,517.80	Worker'S Comp Ins On 2000 Sal
	Total Contributions	36,461.14	

Pay Date 05/09/2014

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	01	SACS Object	Amount	
		1100	326,314.61	Teachers' Salaries
		1200	10,405.66	Cert Pupil Support Salaries
		1300	11,519.27	
		2100	44,386.71	Instructional Aides' Salaries
		2200	135,441.08	Classified Support Salaries
		2300	1,292.87	
		2400	16,329.92	Clerical & Office Salaries
		2900	9,727.28	Other Classified Salaries
		Total Labor	555,417.40	
Fund	01	SACS Object	Amount	
		3101	21,272.92	STRS On 1000 Salaries
		3201	301.50	PERS On 1000 Salaries
		3202	3,263.04	PERS On 2000 Salaries
		3301	5,771.81	
		3302	12,071.35	
		3402	56.59	
		3501	174.09	State Unemploy On 1000 Salary
		3502	103.64	State Unemploy On 2000 Salary
		3601	6,989.12	Worker'S Comp Ins On 1000 Sal
		3602	4,162.73	Worker'S Comp Ins On 2000 Sal
		Total Contributions	54,166.79	
Fund	12	SACS Object	Amount	
		2100	999.49	Instructional Aides' Salaries
		2200	60.00	Classified Support Salaries
		2400	23.15	Clerical & Office Salaries
		2900	516.28	Other Classified Salaries
		Total Labor	1,598.92	
Fund	12	SACS Object	Amount	
		3102	15.37	STRS On 2000 Salaries
		3202	16.88	PERS On 2000 Salaries
		3302	68.64	
		3502	0.79	State Unemploy On 2000 Salary
		3602	32.11	Worker'S Comp Ins On 2000 Sal
		Total Contributions	133.79	
Fund	13	SACS Object	Amount	
		2200	24,991.80	Classified Support Salaries
		Total Labor	24,991.80	
Fund	13	SACS Object	Amount	
		3202	558.86	PERS On 2000 Salaries
		3302	1,135.89	
		3502	12.51	State Unemploy On 2000 Salary
		3602	502.14	Worker'S Comp Ins On 2000 Sal
		Total Contributions	2,209.40	

Pay Date 05/30/2014

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund 01	<u>SACS Object</u>	<u>Amount</u>	
	1100	4,414,415.41	Teachers' Salaries
	1200	255,027.36	Cert Pupil Support Salaries
	1300	387,225.21	Cert Suprvsrs' & Admins' Sal
	1900	74,212.36	Other Certificated Salaries
	2100	335,441.60	Instructional Aides' Salaries
	2200	594,280.17	Classified Support Salaries
	2300	125,888.39	Class Suprvsrs' & Admins' Sal
	2400	353,158.21	Clerical & Office Salaries
	2900	33,510.79	Other Classified Salaries
	Total Labor	6,573,159.50	
Fund 01	<u>SACS Object</u>	<u>Amount</u>	
	3101	416,616.13	STRS On 1000 Salaries
	3201	9,181.88	PERS On 1000 Salaries
	3202	159,310.75	PERS On 2000 Salaries
	3301	67,851.07	
	3302	99,627.47	
	3401	582,719.55	
	3402	232,359.86	
	3501	2,565.42	State Unemploy On 1000 Salary
	3502	719.87	State Unemploy On 2000 Salary
	3601	103,094.93	Worker'S Comp Ins On 1000 Sal
	3602	28,979.76	Worker'S Comp Ins On 2000 Sal
	3701	75,566.99	
	3702	48,479.81	
	Total Contributions	1,827,073.49	
Fund 12	<u>SACS Object</u>	<u>Amount</u>	
	2100	6,066.14	Instructional Aides' Salaries
	2400	2,191.84	Clerical & Office Salaries
	Total Labor	8,257.98	
Fund 12	<u>SACS Object</u>	<u>Amount</u>	
	3102	165.04	STRS On 2000 Salaries
	3202	481.49	PERS On 2000 Salaries
	3302	395.69	
	3402	653.65	
	3502	4.14	State Unemploy On 2000 Salary
	3602	165.94	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,865.95	
Fund 13	<u>SACS Object</u>	<u>Amount</u>	
	2200	91,637.08	Classified Support Salaries
	2300	22,463.22	Class Suprvsrs' & Admins' Sal
	2400	14,308.16	Clerical & Office Salaries
	Total Labor	128,408.46	
Fund 13	<u>SACS Object</u>	<u>Amount</u>	
	3202	11,927.88	PERS On 2000 Salaries
	3302	8,612.48	
	3402	13,764.63	
	3502	64.19	State Unemploy On 2000 Salary
	3602	2,580.10	Worker'S Comp Ins On 2000 Sal
	Total Contributions	36,949.28	



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: June 9, 2014
SUBJECT: Approve Revolving Cash Fund Reports (April-May, 2014)

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

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

FUNDING: N/A

RECOMMENDATION: Approve Revolving Cash Fund Reports (April-May, 2014).

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

05/01/14

TUSD
REVOLVING CASH FUND
April 2014

Date	Num	Name	Memo	Paid Amount
4/2/2014	8951	Mark's Donuts & Yogurt	PO14-00431	
			01-0000-0-0000-7150-4300-800-1013	-34.00
TOTAL				-34.00
4/8/2014	8952	Siam Cafe	PO14-00954 BOARD DINNER	
			01-0000-0-0000-7150-4300-810-1001	-95.55
TOTAL				-95.55
4/14/2014	8953	COUNTRYSIDE FARMS	PO14-02562 FIELD TRIP 4/16, 4/17/2014	
			01-7090-0-1110-1000-5800-130-3102	-833.00
TOTAL				-833.00
4/16/2014	8954	CALIFORNIA ACADEMY OF SCIE...	REQ14-02730 JOHN C KIMBALL HIGH SCHO...	
			01-6385-0-1110-1000-5800-670-5802	-681.10
TOTAL				-681.10
4/25/2014	8955	Mark's Donuts & Yogurt	PO14-00431 SUPERINTENDENT	
			01-0000-0-0000-7150-4300-800-1013	-41.00
TOTAL				-41.00

06/02/14

TUSD
REVOLVING CASH FUND
May 2014

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
5/5/2014	8956	CITY OF TRACY	PO14-01399 TRACY ADULT SCHOOL CONTR...	
			01-0639-0-4150-2700-5600-560-2882	-551.00
TOTAL				-551.00
5/12/2014	8957	Mark's Donuts & Yogurt	PO14-00431	
			01-0000-0-0000-7150-4300-800-1013	-27.20
TOTAL				-27.20
5/12/2014	8958	KINDER'S MEATS	PO14-00428	
			01-0000-0-0000-7150-4300-810-1001	-114.74
TOTAL				-114.74
5/21/2014	8959	Mark's Donuts & Yogurt	PO14-00431	
			01-0000-0-0000-7150-4300-800-1013	-68.00
TOTAL				-68.00
5/27/2014	8960	Siam Cafe	PO14-00954 BOARD DINNER	
			01-0000-0-0000-7150-4300-810-1001	-95.55
TOTAL				-95.55



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: June 14, 2014
SUBJECT: **Accept the Parent Organization/Booster Club Applications Submitted for the 2014/2015 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CBO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The following applications have been submitted for review and acceptance:

Freiler School:

1. Freiler Staff Parent Association

Hirsch Elementary School:

1. Hirsch Elementary Parent Teacher Association

Kimball High School:

1. Kimball High Athletic Booster Club
2. Kimball High School Music Bosters

Poet Christian School:

1. Poet Christian School Parent Teacher Staff Association

South/West Park Elementary School:

1. South/West Park Parent Club

Tracy High School:

1. Tracy High Baseball Boosters, Inc.
2. Tracy High School Wrestling Booster Club, Inc.
3. Tracy High Football Boosters
4. Tracy Bulldog Softball Boosters
5. Tracy Bulldog Band Booster Club

Villalovoz Elementary School:

1. Villalovoz Parent Faculty Club

West High School:

1. West High School Home Field Advantage Athletic Booster Club
2. West High Music Boosters

Williams Middle School:

1. Parents at Williams Staff Student (PAWSS)

RATIONALE: Acceptance is recommended in order to meet two of the District's strategic goals: strategic goal #2 – Create a quality and effective learning environment for all students; and strategic goal #7, to develop and utilize partnerships to achieve district goals that impact student achievement and increase value/satisfaction to the community.

FUNDING: There are no financial obligations associated with this agenda however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CBO's) fundraising endeavors.

RECOMMENDATION: Accept the Parent Organization/Booster Club Applications Submitted for the 2014/2015 School Year.

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: June 24, 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

A. Vendor: Schindler Elevator Corporation
Site: Tracy Unified School District
Item: Service Agreement for the 14/15 FY
Services: Maintenance Agreement and Emergency Communication Monitoring for elevator services at West High School, Tracy High School and Kimball High School
Cost: \$11,500.00
Project Funding: Environmental Compliance

B. Vendor: Assad Insurance Agency, Inc.
Site: Tracy Unified School District
Item: Property and Liability Insurance Renewal for the 14/15 FY
Services: Property and Liability: Liability (premises and vehicles), crime employee dishonesty, electronic data processing/equipment breakdown, excess liability, claims administration, Pacific Educators (available for school time student coverage), NorCal Relief School Safety Annual Inspection, Real Property Appraisal.
Cost (Premium): \$718,052.00 (annual); previous year's premium: \$669,636.00. Increase for the 14/15 FY: \$48,416.00. The renewal premium increase is primarily based on the inclusion of an additional layer of coverage > \$50,000,000. The District retained the SIR (Self Insured Retention) of \$50,000.00/occurrence for the 14/15 FY
Project Funding: Risk Management/Insurance

C. Vendor: University of California, Berkeley School of Optometry
Site: All K-5 Sites
Item: Agreement for the 14/15 FY
Services: Modified clinical technique vision screening, per state mandate, stands, retinoscopy, ophthalmoscopy, cover tests Snellen/E acuity and color vision on males only.
Cost: < \$9,000.00
Project Funding: Health Services

D. Vendor: Stanislaus County Superintendent of Schools, California ("SCOE")
Site: All K-5 Sites
Item: Agreement for the 14/15 FY
Services: Hearing conservation services for the 2014-15 school year
Cost: \$4.29 per student/child, or \$8.51 per student/child in a wheel chair or that otherwise cannot enter the van; not to exceed \$21,000.00. In addition, SCOE will receive mileage at the IRS standard mileage rate per diem rate at the time of service for travel as measured by the mileage between SCOE and the site where services are provided.
Project Funding: Health Services

E. Vendor: Simplex Grinnell
Site: District Wide
Item: Year three of a five year contract
Services: Conduct annual inspections of Fire Sprinkler Systems per NFPA 25. Includes a five year inspection when due. Repair and service to risers based on deficiencies found during inspections.
Cost: \$12,353.79 annually for a term of five years. Not to exceed \$50,000.00 total
Project Funding: General Fund-Environmental Compliance

F. Vendor: Kronick, Moskovitz, Tiedemann & Girard, Inc.
Site: Tracy Unified School District
Item: Service Agreement for the 14/15 FY
Services: Legal Services: general education law advice and representation; including collective bargaining, litigation, property services, and developer fee services. Services will be billed on a T&M standard rate; bond counsel, complex litigation, tax services, "opinion of counsel" services, and reimbursable expenses.
Cost: \$230.00/hr. (principal attorney), \$210.00/hr (associate attorney)
Project Funding: Risk Management/Legal Services

G. Vendor: Young, Minney & Corr, LLP
Site: Tracy Unified School District
Item: Service Agreement for the 14/15 FY
Services: Legal Services: Charter School Law, various
Cost: \$205.00/hr
Project Funding: Risk Management/Legal Services

H. Vendor: School Services of California
Site: District Wide
Item: Service Agreement for the 14/15 FY
Services: The Business Services Division has contracted for many years with School Services of California, Incorporated. Their services are critical to budget development and implementation. In addition, their information services provide guidance on a plethora of management issues unavailable from any other sources.
Cost: \$3,500.00 annually plus expenses
Project Funding: Unrestricted General Fund

I. Vendor: All City Management Services
Site: Bohn School
Item: Agreement for the 14/15 FY.
Services: Crossing guard services.
Cost: \$16.11 per hour and shall not exceed \$8,700.00.
Project Funding: General Fund

J. Vendor: Vavrinek, Trine, Day & Company, LLP
Site: Tracy Unified School District
Item: Agreement
Services: Audit Financial statements for TUSD as of and for the year ended June 30, 2014.
Cost: Total Value < \$44,900.00
Project Funding: Unrestricted General Fund

K. Vendor: McArthur & Levin, LLP
Site: Tracy Unified School District
Item: Service Agreement for the 14/15 FY
Services: Legal Services: Special Education, various services
Cost: \$200.00/hr. (senior attorneys), \$175.00/hr. (associate attorneys);
Project Funding: Risk Management/Legal Services

L. Vendor: McCormick and Barstow, LLP, Attorneys at Law
Site: Tracy Unified School District
Item: Service Agreement for the 13/14 FY
Services: Legal Services: Liability/Claims & Litigation
Cost: \$175.00/hr.; previous hourly rate: \$175.00/hr.
Project Funding: Risk Management/Legal Services

M. Vendor: Hazard Management Services, Inc.
Site: District Wide
Item: Service Agreement
Services: Air quality testing and polarized light microscopy analysis of potential asbestos containing materials. Asbestos abatement projects as identified throughout the year.
Cost: \$80 per hour plus \$20 per bulk sample
Project Funding: Environmental Compliance

N. Vendor: Hankin Specialty Elevator
Site: District Wide
Item: Maintenance Agreement for the 14/15 FY
Services: Maintenance and servicing of the districts eleven wheel chair lifts, to include repairs and state inspections where applicable.
Cost: Cost per unit \$175.00/hr, \$100.00 labor fee during inspections.
Total value <\$5,000.00
Project Funding: Environmental Compliance

O. Vendor: WGR
Site: District Wide
Item: Proposal/Agreement
Services: WGR will provide support for the districts Storm Water Management Program and compliance with the Phase II MS4 MPDES Permit.
Cost: \$11,000.00
Project Funding: Environmental Compliance

P. Vendor: Special Project for Utility Rate Reduction (SPURR)
Site: District Wide
Item: Agreement - Ratify
Services: SPURR is a California joint powers authority that operates an aggregated natural gas acquisition program for public K-12 school districts.
Cost: \$200,000.00
Project Funding: General Fund

Q. Vendor: San Joaquin County Office of Education
Site: District Wide
Item: 3 Year Agreement (7/1/13 through 6/30/16)
Services: SJCOE will provide participating Districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of 100 hours of service per fiscal year.
Cost: Cost based on district participation, < \$3,000.00. Additional fees are accrued in the event the Participating Districts' cumulative service hours exceed 100 hours per fiscal year at a rate of \$300 for the first hour of each call and \$100 per hour thereafter. Charges are allocated among all Participating Districts in proportion to ADA enrollment.
Project Funding: General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Valerie McDonald, Director of Food Services
DATE: June 16, 2014
SUBJECT: **Authorize the Director of Food Services to Award Contracts for Food and Non-Food Items for the 2014/2015 School Year.**

BACKGROUND: Tracy Unified School District Food Services Department plans to purchase Food and Non-Food items valued at greater than \$84,100 for the 2014-2015 school year; therefore, a bid is required to ensure compliance with the State and Federal purchasing guidelines. The deadline for receiving bids was Thursday May 1st, 2014 at 3:30 pm at the District Education Center. A spreadsheet of the Food and Non-Food items will be provided at the Board Meeting. The recommended vendors and the associated price for each item will be highlighted in yellow.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to award Food and Non-Food items to ensure that best value, lowest prices, and that the bid meets all State and Federal Guidelines.

FUNDING: Funding for purchase is made through the Food Services Department budget, using the 4710 and 430 accounts, for Food and Non-Food.

RECOMMENDATION: Authorize the Director of Food Services to Award Contracts for Food and Non-Food items for the 2014/2015 school year.

Prepared by: Valerie McDonald, Director of Food Services

Item Description	Unit Size	Pack Size	Brand/Code	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danielson	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
1. Bread & Bakery Products (Baked Goods such as breads, biscuits, bagels, etc., require 16 grams of credible grain ingredient in order to provide a 1 oz. credit and must be at least 51% whole grain)																						
Fresh Bread																						
Dinner Rolls, WG, wheat whoney	481 g	12 ct		250 pkg	N/B	\$1.99/12ct. pkg. Rainbo #5948	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$29.86/CS, KIT, FRZ, US BAKERY 16/12CT, WW	N/B	0.08 PU, \$23.24/CS KIT, #0440489	N/B	N/B
Hamburger Buns, minimum of 51% whole grain, no seeds	4"	12 ct		48,000 pkg	N/B	\$2.09/12ct. pkg. RAI #3447	N/B	0.1741 PU, \$25.08/CS KIT, FRZ, 1 DELAWK, #88 144/1.88OZ	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$14.95/CS, KIT, FRZ, US BAKERY, 8/12CT	N/B	\$2.35 PU, \$14.11/CS KIT, #8142173	N/B	N/B
Hoagie, Roll, Sliced, WW, 6"		8 pack		4,500 pkg	N/B	\$1.99/5ct. Pkg. RAI #4259	N/B	0.2952 PU, \$31.89/CS KIT, FRZ, 1 DELAWK, #58822, 108/2.5OZ	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$27.95/CS, KIT, FRZ, US BAKERY, 12/8CT	N/B	0.31 PU, \$33.11/CS KIT, #1628415	N/B	N/B
Hot Dog Buns, minimum of 51% whole grain, 2 grain	6"	12 ct		9,000 pkg	N/B	\$2.09/12ct. pkg. RAI #5848	N/B	0.1937 PU, \$37.20/CS KIT, FRZ, 1 DELAWK, #58960, 192/1.9OZ	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.15/CS, KIT, FRZ, US BAKERY, 12/8CT	N/B	0.20 PU, \$37.96/CS KIT, #0380273	N/B	N/B
Sandwich, Loaf, whole wheat, thin sliced, 22 slices per loaf	1-1/2#	1 loaf		1,300 loaves	N/B	\$1.89/loaf, Rainbo #6242	N/B	\$1.3850 PU, \$19.63/CS KIT, FRZ, 19 SLCS, 1 DELAWK, US BAKERY, 12/1.5#	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$19.25/CS, KIT, FRZ, US BAKERY, 12/24 CT	N/B	\$1.56 PU, \$18.68/CS KIT, #1344318	N/B	N/B
DELIVERY IS TO BE MADE 2-3 TIMES PER WEEK TO FIVE (5) KITCHENS																						
2. Fruits and Vegetables Fresh																						
Apples, NY, fresh	2 oz	200		750 cases	N/B	N/B	N/B	N/B	N/B	\$47.00/CS, KIT, APPLS2	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$47.25 PU, KIT	N/B	0.35 PU, \$70.92/CS KIT, #5388341	N/B	.24 PU, \$47.35/CS, KITAWHSE, #12039
*Apples, fresh, Fuji, Gala, Granny Smith, Red Delicious, Golden Delicious		138		1200 cases	N/B	N/B	N/B	N/B	N/B	\$22.75/CS, KIT, APPR138	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$21.95 PU, KIT, #4347805	N/B	\$27.60/CS KIT, #4347805	N/B	.166 PU, \$22.90/CS, KITAWHSE
*Apples, fresh, Fuji, Gala, Granny Smith, Red Delicious, Golden Delicious		198		500 cases	N/B	N/B	N/B	N/B	N/B	\$19.00/CS, KIT APPR198	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$19.95 PU, KIT	N/B	0.81 PU, \$24.39/CS KIT, #6315800	N/B	.08 PU, \$19.85/CS, KITAWHSE
Arugula	4#			50 cases	N/B	N/B	N/B	N/B	N/B	\$10.25 PU, KIT, ARG	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$12.95/11# KIT	N/B	\$12.78 PU, \$12.78/CS KIT, #2428430	N/B	\$3.41 PU, \$13.65/CS, 4/1 LB, KITAWHSE, #11855
Asparagus				50 cases	N/B	N/B	N/B	N/B	N/B	\$2.80/LB, KIT, ASP	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$22.95 PU, KIT, #8554220	N/B	\$26.07 PU KIT, #8554220	N/B	\$26.50/11#CS, KITAWHSE, #10041
Avocado	9 ct			50 cases	N/B	N/B	N/B	N/B	N/B	\$6.75/PU, KIT, AVO	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$9.75 PU, KIT, #2039683	N/B	\$11.28 PU KIT, #2039683	N/B	\$9.75/CS, KITAWHSE, #10056
*Bananas, petite 40#		150 ct		1500 cases	N/B	N/B	N/B	N/B	N/B	\$18.95/CS, KIT, BANPE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.95 PU, KIT	N/B	0.51 PU, \$20.58/CS KIT, #7455470	N/B	.13 PU, \$18.95/CS, KITAWHSE, #10100
Banana, medium		40#		750 cases	N/B	N/B	N/B	N/B	N/B	\$18.90/CS, KIT, BAN	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$19.38/CS KIT, #6549922	N/B	\$19.38/CS KIT, #6549922	N/B	\$18.65/CS, KITAWHSE, #10056
Basil, fresh	bunch	1		50 cases	N/B	N/B	N/B	N/B	N/B	\$1.25 PU, KIT, BAS	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.95/4OZ, KIT, #1784882	N/B	\$7.06/CS KIT, #1784882	N/B	\$2.65/4OZ, KITAWHSE, #10710
Beets				20 cases	N/B	N/B	N/B	N/B	N/B	\$1.50/LB, KIT, BEE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$15.75/25# KIT, #4109500	N/B	\$4.49 PU, \$26.95/CS KIT, #4109500	N/B	\$15.95/25#CS, KITAWHSE, #10104
Bell Pepper, Green	5#	1		50 cases	N/B	N/B	N/B	N/B	N/B	\$4.00 PU, KIT, BELGR	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.95 PU, KIT, #8888505	N/B	\$7.72/CS KIT, #8888505	N/B	\$6.00/CS, KITAWHSE, #10413
Bell Pepper, Red	5#	1		25 cases	N/B	N/B	N/B	N/B	N/B	\$4.95 PU, KIT, BELRE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.25 PU, KIT, #5397689	N/B	\$11.20/CS KIT, #5397689	N/B	\$6.50/CS, KITAWHSE, #10414
Broccoli, cut, florettes	3#	1		250 bags	N/B	N/B	N/B	N/B	N/B	\$4.50 PU, KIT, BROPI	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$4.51 PU, \$18.04/CS KIT, #1675859	N/B	\$4.51 PU, \$18.04/CS KIT, #1675859	N/B	\$4.85/CS, KITAWHSE, #11001
Broccoli, cut, florettes	3#	4		50 cases	N/B	N/B	N/B	N/B	N/B	\$16.95/CS, KIT, BROPI	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.65 PU, KIT, #1675859	N/B	\$4.51 PU, \$18.04/CS KIT, #1675859	N/B	\$4.82 PU, \$18.50/CS, KITAWHSE, #11000
Cabbage, green, shredded	5#	1		250 bags	N/B	N/B	N/B	N/B	N/B	\$3.00 PU, KIT, COLHO	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$3.28 PU, \$13.04/CS KIT, #1975701	N/B	\$3.28 PU, \$13.04/CS KIT, #1975701	N/B	\$3.65/CS, KITAWHSE, #11041
Cabbage, Napa				50 cases	N/B	N/B	N/B	N/B	N/B	\$3.95 PU, KIT, NAPSH	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$14.75/30# KIT, #1228493	N/B	\$9.64/CS KIT, #1228493	N/B	\$3.95/30#CS, KITAWHSE, #10202

Item Description	Unit Size	Pack Size	Brand/Cod	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randall	Syco	Team Distribution	Trinity Fresh Distribution
Cabbage, red, shredded	5#	1		50 cases	N/B	N/B	N/B	N/B	N/B	\$3.50 PU, KIT, SLARE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$4.95 PU, KIT, #1675719	N/B	\$3.84 PU, \$15.38/CS KIT, #1675719	N/B	\$4.95/CS, KIT/WHSE, #11031
Cantaloupe		35#		100 cases	N/B	N/B	N/B	N/B	N/B	\$15.95/CS, KIT, CAN	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$16.50 PU, KIT, #1911502	N/B	\$17.32/CS KIT, #1911502	N/B	\$15.85/PU, \$14.05/12/15-CT/CS, KIT/WHSE, #10352
*Carrot, petite, packs to equal 1/2 c. serving of vegetable, 2 oz.	1.5 oz.	200		400 cases	N/B	N/B	N/B	N/B	N/B	\$18.95/CS, KIT, CAR200	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.75 PU, KIT, #1700398	N/B	\$22.39/CS KIT, #1700398	N/B	\$9 PU, \$16.35/CS, KIT/WHSE, #11849
Carrots, shredded	5#	1		75 bags	N/B	N/B	N/B	N/B	N/B	\$4.25 PU, KIT, CARMA	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$5.65 PU, KIT, #7090566	N/B	\$11.51/CS KIT, #7090566	N/B	\$5.65/CS, KIT/WHSE, #11071
Carrots, baby, bulk	5#	8		500 cases	N/B	N/B	N/B	N/B	N/B	\$4.25 PU, \$32.75/CS, KIT, CARM8	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$32.95 PU, KIT, #1887173	N/B	\$4.48 PU, \$35.83/CS KIT, #1887173	N/B	\$4.11/PU, \$32.95/CS, KIT/WHSE, #10190
Cauliflower, florettes, bag	3#	1		25 bags	N/B	N/B	N/B	N/B	N/B	\$6.50 PU, KIT, CAUPI	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$7.95 PU, KIT, #1750041	N/B	\$7.32 PU, \$14.85/CS KIT, #1750041	N/B	\$7.95/CS, KIT/WHSE, #11047
*Celery, sticks, 4", bag	5#	1		400 cases	N/B	N/B	N/B	N/B	N/B	\$7.00 PU, KIT, CELST	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$7.85 PU, KIT, #8586984	N/B	\$4.82 PU, \$18.49/CS KIT, #8586984	N/B	\$7.85/CS, KIT/WHSE, #11101
Cilantro, fresh	1#	4		50 cases	N/B	N/B	N/B	N/B	N/B	\$3.50 PU, KIT, CIL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$14.50 PU, KIT, #2219095	N/B	\$3.78 PU, \$15.17/CS KIT, #2219095	N/B	\$3.56 PU, \$14.25/CS, KIT/WHSE, #10182
Coleslaw	5#	4		25 bags	N/B	N/B	N/B	N/B	N/B	\$3.00 PU, KIT, SLASH	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$8.60 PU, \$12.21/CS KIT, #1988369	N/B	\$7.32 PU, \$14.85/CS KIT, #1988369	N/B	\$3.50/CS, KIT/WHSE, #11021
Cucumber, whole, unpeeled		3		25 cases	N/B	N/B	N/B	N/B	N/B	\$2.50 PU, KIT, CUC	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$1.35/CT, KIT, #1708015	N/B	\$11.21/CS KIT, #1708015	N/B	\$1.95/CT, KIT/WHSE, #10191
Cucumber, whole, unpeeled		6		50 cases	N/B	N/B	N/B	N/B	N/B	\$4.00/CS, KIT, CUC	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$5.32/CS T, KIT, #7410640	N/B	\$5.32/CS T, KIT, #7410640	N/B	\$3.25/CT, KIT/WHSE, #10238
Garlic, whole				25 cases	N/B	N/B	N/B	N/B	N/B	\$3.00, 5#, KIT, GAR	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$46.35/30#, KIT, #1443977	N/B	\$46.25/CS KIT, #1443977	N/B	\$3.95/30#, KIT/WHSE, #11775
Ginger root				10 cases	N/B	N/B	N/B	N/B	N/B	\$1.85/LB, KIT, GIN	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$1.2/LB, KIT, #1008770	N/B	\$12.97/CS KIT, #1008770	N/B	\$3.95/30#, KIT/WHSE, #10294
Grapes, lunch bunch		21#		1200 cases	N/B	N/B	N/B	N/B	N/B	\$21.00/CS, KIT, GRALB	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$23.75 PU, KIT, #1392026	N/B	\$22.53/CD KIT, #1392026	N/B	\$21.00/CT, KIT/WHSE, #10226
Green onions	24 ct	2		50 cases	N/B	N/B	N/B	N/B	N/B	\$13.90/CS, KIT, GRIGHG	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$16.95 PU, KIT, #7350786	N/B	\$3.88 PU, \$15.50/CS KIT, #7350786	N/B	\$8.18 PU, \$18.35/CS, KIT/WHSE, #10441
Honeydew Melon, Whole	4-9 ct			200 cases	N/B	N/B	N/B	N/B	N/B	\$12.95/CS, KIT, HON	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$13.95 PU, KIT, #1000538	N/B	\$15.89/CS KIT, #1000538	N/B	\$15.65/CS, \$6/CT, KIT/WHSE, #10356
Jalapeno Pepper				50 cases	N/B	N/B	N/B	N/B	N/B	\$1.25/LB, KIT, JAL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$11.50/10#, KIT, #1048230	N/B	\$9.74/CS KIT, #1048230	N/B	\$2.95/10#CS, KIT/WHSE, #11805
Jicama Sticks	5#	1		350 bags	N/B	N/B	N/B	N/B	N/B	\$9.00 PU, JICST	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$9.75 PU, KIT, #1747656	N/B	\$8.51/CS KIT, #1747656	N/B	\$9.95/CS, KIT/WHSE, #11230
Kwi, whole		20#		300 cases	N/B	N/B	N/B	N/B	N/B	\$18.00/CS, KWBUB	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$19.95 PU, KIT, #7613748	N/B	\$26.87/CS KIT, #7613748	N/B	\$16.95/117CT, #10315
Lemon, whole		24		10 bags	N/B	N/B	N/B	N/B	N/B	\$5.00/CS, KIT, LEM	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$5.95 PU, KIT, #1081837	N/B	\$9.58/CS KIT, #1081837	N/B	\$5.95/CS, KIT/WHSE, #11841
Lettuce, romaine, chopped, pre-washed	2#	1		250 cases	N/B	N/B	N/B	N/B	N/B	\$2.70 PU, KIT, LETCR	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.95 PU, KIT, #2198819	N/B	\$2.31 PU, \$13.88/CS KIT, #2198819	N/B	\$2.85/CS, KIT/WHSE, #11261
Lettuce, romaine, chopped, pre-washed	2#	6		500 cases	N/B	N/B	N/B	N/B	N/B	\$14.80/CS, KIT, LETCR	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$15.95 PU, KIT, #2198819	N/B	\$2.31 PU, \$13.88/CS KIT, #2198819	N/B	\$1.92 PU, \$15.35/CS, \$29, KIT/WHSE, #11278
Lettuce, romaine, green leaf filets, pre-washed	170 lbs	10#		50 cases	N/B	N/B	N/B	N/B	N/B	16.70/CS, KIT, LETGRCR	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$17.65 PU, KIT, #8640569	N/B	\$17.24/CS KIT, #8640569	N/B	\$15.75/CS, KIT/WHSE, #10332
Lettuce, romaine, whole head, pre-washed		24		25 cases	N/B	N/B	N/B	N/B	N/B	\$13.30/CS, KIT, LETRO	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$19.65/48C T HEART, KIT, #1723816	N/B	\$18.99/CS KIT, #1723816	N/B	\$13.95/CS, KIT/WHSE, #10322

Item Description	Unit Size	Pack Size	Brand/Cod e#	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randk	Sysco	Team Distribution	Trinity Fresh Distribution
*Lettuce mix, romaine blend, bag, tossed, fresh	5#	4		1200 cases	N/B	N/B	N/B	N/B	N/B	\$14.65/CS, KIT, SALROM	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$14.65 PU, KIT	N/B	\$3.37 PU, \$13.48/CS KIT, #1875556	N/B	\$3.74 PU, \$14.95/CS, KITAWHSE, #11951
*Lettuce mix, romaine blend, bag, tossed, fresh	5#	1		120 bags	N/B	N/B	N/B	N/B	N/B	\$3.80 PU, KIT, SALROM	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$3.75 PU, KIT	N/B	\$3.37 PU, \$13.48/CS KIT, #1875556	N/B	\$3.75/CS, KITAWHSE, #11952
*Lettuce, spring mix	3#	4		100 cases	N/B	N/B	N/B	N/B	N/B	\$22.00/CS, KIT, MESU	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$24.00 PU, KIT	N/B	\$6.92/CS KIT, #9516607	N/B	\$4.98 PU, \$19.95/CS, KITAWHSE, #10359
Lime, bag	2#			25 cases	N/B	N/B	N/B	N/B	N/B	\$3.50 PU, KIT, LIM	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.00 PU, KIT	N/B	\$19.74/CS KIT, #8894158	N/B	\$3.75/BAG, KITAWHSE, #11842
Mandarin, Satsuma	135 ct.			250 cases	N/B	N/B	N/B	N/B	N/B	\$22.00/CS, KIT, TANST	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$20.95 PU, KIT	N/B	\$34.28/CS KIT, #5693763	N/B	\$0.17 PU, \$22.95/CS, MKT, KITAWHSE, #11844, 40#
Mint				50 bunch	N/B	N/B	N/B	N/B	N/B	\$1.25/BUNCH, KIT, MIN/1EA	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.75/4OZ, KIT	N/B	\$10.18/CS KIT, #5186042	N/B	\$4.95/LB, KITAWHSE, #10720
Nectamines		25#		400 cases	N/B	N/B	N/B	N/B	N/B	\$20.00/CS, KIT, NECT	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$20.95 PU, KIT	N/B	\$8.90/CS KIT, #8894158	N/B	\$24.95 MAY-SEPT, #10360
Onion, red, jumbo		6		20 cases	N/B	N/B	N/B	N/B	N/B	\$4.00/CS, KIT, OMIRE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.25 PU, KIT	N/B	\$8.75/CS KIT, #1039494	N/B	\$3.65, KITAWHSE, #11914
Onion, yellow, jumbo		6		50 cases	N/B	N/B	N/B	N/B	N/B	\$2.75/CS, KIT, ONIJU	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$1.95 PU, KIT	N/B	\$6.53/CS KIT, #5430202	N/B	\$2.25, KITAWHSE, #11915
Onion, green, bunch	5.5 oz	24		80 cases	N/B	N/B	N/B	N/B	N/B	\$1.05 PU, \$9.00/CS, KIT, ONIOGRN	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$10.95 PU, KIT	N/B	\$3.68 PU, \$15.50/CS KIT, #7350788	N/B	\$1.15 PU, KITAWHSE, #11812
Orange		138		600 cases	N/B	N/B	N/B	N/B	N/B	\$15.00/CS, KIT, ORAB8	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.85 PU, KIT	N/B	\$24.95/CS KIT, #1155662	N/B	\$14.95 NOV-JUN, #10246
Parsley, fresh	1#	4		25 cases	N/B	N/B	N/B	N/B	N/B	\$4.00 PU, \$14.50/CS, KIT, PAR	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$14.00 PU, KIT	N/B	\$4.78/CS KIT, #1908342	N/B	\$3.75 PU, \$15.00/CS, KITAWHSE, #10931
Parsnips				20 cases	N/B	N/B	N/B	N/B	N/B	\$4.60/CS, KIT, PAR8	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.75 PU, KIT	N/B	\$26.54/CS KIT, #7201434	N/B	\$20.20/20#, KITAWHSE, #10450
Pea, Sugar Snap		10#		150 cases	N/B	N/B	N/B	N/B	N/B	\$22.75/CS, KIT, SNAP	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$15.95 PU, KIT	N/B	\$24.48/CS KIT, #1312743	N/B	\$20.95, KITAWHSE, #10410
Pea, SugarSnap		1#		250 cases	N/B	N/B	N/B	N/B	N/B	\$2.00/CS, KIT, SNAP	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$4.00/2#, KIT	N/B	\$9.41/CS KIT, #9385816	N/B	\$2.25, KITAWHSE, #11777
Pear, ripe 44#		135 ct		500 cases	N/B	N/B	N/B	N/B	N/B	\$22.75/CS, KIT, PEARD135	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$22.85 PU, KIT	N/B	\$35.99/CS KIT, #1280189	N/B	\$0.16 PU, \$21.00/CS, KITAWHSE, #11945
Pepper, Bell, Green	6			50 cases	N/B	N/B	N/B	N/B	N/B	\$3.50 PU, KIT, BELGR	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.95 PU, KIT	N/B	\$7.39/CS KIT, #6686505	N/B	\$2.75, KITAWHSE, #11970
Pepper, Bell, Red	6			50 cases	N/B	N/B	N/B	N/B	N/B	\$4.95 PU, KIT, BELRE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$3.25 PU, KIT	N/B	\$11.66/CS KIT, #8397699	N/B	\$3.75, KITAWHSE, #11971
Pineapple, Whole	5/6 ct			25 cases	N/B	N/B	N/B	N/B	N/B	\$15.00/CS, KIT, PINJ	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$14.75 PU, KIT	N/B	\$15.95/CS KIT, #8841959	N/B	\$15.65, KITAWHSE, #10537
Pineapple Spears, pre-cut	2.7 oz.	50		50 cases	N/B	N/B	N/B	N/B	N/B	\$35.00/CS, KIT, PINSP	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$41.85 PU, KIT	N/B	0.75 PU, \$37.39/CS KIT, #2027498	N/B	\$0.71 PU, \$35.65/CS, KITAWHSE, #11878
Potatoes, red		100		25 cases	N/B	N/B	N/B	N/B	N/B	\$15.00/CS, KIT, POTRA	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$14.85/50#, KIT	N/B	\$15.06/CS KIT, #1855554	N/B	\$15.95/50#, KITAWHSE, #10473
Potatoes, Russett, whole	10#	3		100 cases	N/B	N/B	N/B	N/B	N/B	\$12.00/CS, KIT, POTSWY	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$15.65/50#/100CT, KIT	N/B	\$9.79/CS KIT, #9704107	N/B	\$13.95, KITAWHSE, #11972
Potatoes, Sweet (Yams)	40#			50 cases	N/B	N/B	N/B	N/B	N/B	\$14.00/CS, KIT, POTSW	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.65 PU, KIT	N/B	\$19.53/CS KIT, #2198802	N/B	\$14.95, KITAWHSE, #10476
Radishes, fresh, cleaned	5#	1		25 cases	N/B	N/B	N/B	N/B	N/B	\$7.00/CS, KIT, RAD	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$5.95 PU, KIT	N/B	\$7.71/CS KIT, #8894232	N/B	\$6.75, KITAWHSE, #11285
Spinach, pre-washed, pre-cut	2.5#	1		300 cases	N/B	N/B	N/B	N/B	N/B	\$3.50 PU, KIT, SPICLU	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$3.75 PU, KIT	N/B	\$3.78 PU, \$15.11/CS KIT, #1675925	N/B	\$4.25, KITAWHSE, #10620

Item Description	Unit Size	Pack Size	Brand/Code	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Spinach, pre-washed, pre-cut	2.5#	4		150 cases	N/B	N/B	N/B	N/B	N/B	\$14.00/CS, KIT, SPICLU	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$13.95 PU, KIT	N/B	\$3.78 PU, \$15.11/CS KIT, #1875925	N/B	\$3.24 PU, \$15.65/CS, KIT/WHSE, #10610
Squash, Acorn				20 cases	N/B	N/B	N/B	N/B	N/B	\$3.50/2EA, KIT, ACORN	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.00 PU, KIT	N/B	\$20.83/CS KIT, #1009514	N/B	\$18.95/35#, KIT/WHSE, #10635
Squash, butternut				20 cases	N/B	N/B	N/B	N/B	N/B	\$2.95 PU, KIT, BTRNU	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$21.00 PU, KIT	N/B	\$21.93/CS KIT, #1263682	N/B	\$18.95/35#, KIT/WHSE, #10637
Squash, yellow				50 cases	N/B	N/B	N/B	N/B	N/B	\$2.95 PU, KIT, SQUYE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$16.95 PU, KIT	N/B	\$15.36/CS KIT, #2473342	N/B	\$3.35, 20#, KIT/WHSE, #10658
Squash, zucchini, whole	6ct			50 cases	N/B	N/B	N/B	N/B	N/B	\$2.95 PU, KIT, ZUCC	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.10 PU, KIT	N/B	\$7.42/CS KIT, #8902423	N/B	\$2.35, 20#, KIT/WHSE, #10659
Strawberries, clamshell	1#	8		1000 cases	N/B	N/B	N/B	N/B	N/B	\$12.75/CS, KIT, STR	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$14.75 PU, KIT	N/B	\$7.55 PU, \$15.00/CS KIT, #210628	N/B	\$1.62 PU, \$12.95/CS, KIT/WHSE, #10113
Tangerine, Colossal		40#		400 cases	N/B	N/B	N/B	N/B	N/B	\$17.50/CS, KIT, TANM	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$18.95 PU, KIT	N/B	\$14.29/CS KIT, #9181969	N/B	\$17.00, KIT/WHSE, #11991
Tomatoes, grape	10#			50 cases	N/B	N/B	N/B	N/B	N/B	\$13.00 PU, KIT, TOMG	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$15.65 PU, KIT	N/B	\$16.77/CS KIT, #8017370	N/B	\$13.95, KIT/WHSE, #10669
Tomatoes, Roma				50 cases	N/B	N/B	N/B	N/B	N/B	\$15.25/25#, KIT, TOMR	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$16.50 PU, KIT	N/B	\$19.43/CS KIT, #6894125	N/B	\$13.95/25#, KIT/WHSE, #10651
Tomato, 6x6		25#		100 cases	N/B	N/B	N/B	N/B	N/B	\$13.00/CS, KIT	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$15.85 PU, KIT	N/B	\$19.13/CS KIT, #1783440	N/B	\$13.95/25#, KIT/WHSE, #10661
Turnips				20 cases	N/B	N/B	N/B	N/B	N/B	\$2.50/5#, KIT, TURN	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$15.75/25#, KIT	N/B	\$28.19/CS KIT, #1039296	N/B	\$16.95/25#, MKT, KIT/WHSE, #10644
Watermelon, seedless, 35#		3		200 Cases	N/B	N/B	N/B	N/B	N/B	\$14.00/CS, KIT, WTSU	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$14.55 PU, KIT	N/B	\$20.97/CS KIT, #8275911	N/B	\$16.95, KIT/WHSE, #10341
*FRUIT AND VEGETABLE, FRESH - LOCK IN ONE-YEAR PRICING																						
3. Cheese, Eggs and Dairy Products	Unit Size	Case Count	Brand/Code	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Milk																						
Homogenized, chocolate, Grade A, fat-free, cardboard container, 1/2 pint	1/2 pt.	50		1,200,000 units	2794 PU, \$13.97/CS, KIT, 2694 PU, \$13.47/CS, WHSE #45837	N/B	2274 PU KIT	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	2510 PU, 60 UNITS/CS, KIT/WHSE, PDF#231	N/B	N/B	N/B	N/B	N/B
Homogenized, white, Grade A, 1% low fat, cardboard container, 1/2 pint	1/2 pt.	50		700,000 units	2833 PU, \$14.195/CS, KIT, 2733 PU, \$13.665/CS, WHSE #37863	N/B	2395 PU, KIT	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	2560 PU, 60 UNITS/CS, KIT/WHSE, PDF#179	N/B	N/B	N/B	N/B	N/B
MILK DELIVERY IS TO BE MADE EVERY DAY TO FIVE (5) KITCHEN SITES, AND EVERY OTHER DAY TO ELEVEN (11) KITCHEN SITES. CASES CANNOT EXCEED 50 CARTONS																						
4. Crackers & Snacks	Unit Size	Case Count	Brand/Code	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Bar, Rice Krispy Treat, WG	1.3oz	80	Kellogg's #38000-11052	400 cases	N/B	N/B	N/B	\$0.4275 PU, \$34.20/CS KIT, 0.4228 PU, \$33.83/CS WHSE, #11052, 80/-41OZ	N/B	N/B	N/B	N/B	0.396 pu, \$31.85/cs, Kellogg's #38000-11052	N/B	N/B	N/B	N/B	N/B	N/B	0.36 PU, \$28.86/CS KIT, #2890199	N/B	N/B
Cookie, Chocolate Chip Mini Bites	1.5oz	60	Basil's	100 cases	N/B	N/B	N/B	S.O. 0.2488 PU, \$14.93/CS KIT, 0.2461 PU, \$14.77/CS WHSE	N/B	N/B	N/B	N/B	0.29 PU, \$17.95/CS	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
Cookie, Dots, Vanilla	1 oz	200	J & J #56073	75 cases	N/B	N/B	N/B	S.O. 0.1566 PU, \$31.33/CS KIT, 0.1549 PU, \$30.99/CS WHSE	N/B	N/B	N/B	N/B	0.142 PU, \$28.50/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.15 PU, \$30.83/CS KIT, #1817396	N/B	N/B
Cookies, ABC, Mixed Berry	1 oz	200	J & J #56074	75 cases	N/B	N/B	N/B	S.O. 0.1566 PU, \$31.33/CS KIT, 0.1549 PU, \$30.99/CS WHSE	N/B	N/B	N/B	N/B	0.142 PU, \$28.50/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.15 PU, \$30.83/CS KIT, #1817367	N/B	N/B

Item Description	Unit Size	Pack Size	Brand/Code #	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danilelsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Corn Nuts, BBQ	1.4 oz	144	Nabisco	200 cases	N/B	N/B	N/B	0.3727 PU, \$53.67/C\$ KIT, 0.3667 PU, \$53.10/C\$ WHSE	N/B	N/B	N/B	N/B	0.374 PU, \$53.95/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.35 PU, \$50.35/C\$ KIT, #1990061	N/B	N/B
Cracker, Cheez-It, WG	.75 oz	175	Kellogg's #24100-79263	100 cases	N/B	N/B	N/B	0.2141 PU, \$37.46/C\$ KIT, 0.2118 PU, \$37.08/C\$ WHSE	N/B	N/B	N/B	N/B	0.192 PU, \$33.75/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.20 PU, \$34.46/C\$ KIT, #2096269	N/B	N/B
Eagle Popped Crisps, Original w/ Sea Salt	.78 oz.	60	Kellogg's #30100-10237	50 cases	N/B	N/B	N/B	S.O. 0.2938 PU, \$17.62/C\$ KIT, 0.2905 PU, \$17.43/C\$ WHSE, #10294, 60/71 OZ	N/B	N/B	N/B	N/B	0.271 PU, \$16.29/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.24 PU, \$14.21/C\$ KIT, #2909978	N/B	N/B
Eagle Popped Crisps, Sour Cream & Onion	.78 oz.	60	Kellogg's #30100-10236	50 cases	N/B	N/B	N/B	S.O. 0.2938 PU, \$17.62/C\$ KIT, 0.2905 PU, \$17.43/C\$ WHSE	N/B	N/B	N/B	N/B	0.271 PU, \$16.29/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.24 PU, \$14.21/C\$ KIT, #2915441	N/B	N/B
Eagle Popped Crisps, Honey BBQ	.78 oz.	60	Kellogg's #30100-10235	50 cases	N/B	N/B	N/B	S.O. 0.2938 PU, \$17.62 KIT, 0.2905 PU, \$17.43/C\$ WHSE	N/B	N/B	N/B	N/B	0.271 PU, \$16.29/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.24 PU, \$14.21/C\$ KIT, #2909962	N/B	N/B
Sour Worms	2 oz	60	Sconza	750 cases	N/B	N/B	N/B	0.4868 PU, \$29.32/C\$ KIT/WHSE	N/B	N/B	N/B	N/B	0.483 PU, \$29.00/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.41 PU, \$24.89/C\$ KIT, #8727119	N/B	N/B
Sunflower Seeds, lightly salted	1oz	150	Dakota	100 cases	N/B	N/B	N/B	0.1766 PU, \$26.52/C\$ KIT/WHSE	N/B	N/B	N/B	N/B	0.165 PU, \$24.75/C\$	N/B	1.188/EA, \$47.00/C\$, 250/1 OZ, DAKOTA #66090	N/B	N/B	N/B	N/B	0.15 PU, \$23.18/C\$ KIT, #6148674	N/B	N/B
5. Cereal & Breakfast Items																						
Cereal Bar, GM Cheerios	1.3 oz	96	General Mills	100 cases	N/B	N/B	N/B	0.2789 PU, \$26.76/C\$ KIT/WHSE, FRUTY CHERIO, #31912, 96/14 OZ	N/B	N/B	N/B	N/B	0.27 PU, \$25.92/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.27 PU, \$25.80/C\$ KIT, #1898929	N/B	N/B
Cereal Bar, GM Cinnamon Toast	1.4 oz	96	General Mills	400 cases	N/B	N/B	N/B	0.2789 PU, \$26.76/C\$ KIT/WHSE,	N/B	N/B	N/B	N/B	0.27 PU, \$25.92/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.27 PU, \$25.80/C\$ KIT, #1898951	N/B	N/B
Cereal Bar, GM Team Cheerios		96	General Mills	400 cases	N/B	N/B	N/B	0.2789 PU, \$26.76/C\$ KIT/WHSE	N/B	N/B	N/B	N/B	0.27 PU, \$25.92/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.27 PU, \$25.80/C\$ KIT, #1898909	N/B	N/B
Cereal On The Go, Cinnamon Toast Crunch	1 oz	96	General Mills #40478000	400 cases	N/B	N/B	N/B	S.O. 0.3046 PU, \$29.25/C\$ KIT/WHSE, #17733, 96/1 OZ	N/B	N/B	N/B	N/B	0.297 PU, \$26.53/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.29 PU, \$26.09/C\$ KIT, #6883746	N/B	N/B
6. Water, Fruit Juice and Juice																						
Juice, Apple, 100%, cartons	4 oz.	75		27,000 units	N/B	N/B	0.1553 PU, #160297	0.1274 PU, \$6.92/C\$ KIT/WHSE, FRZ	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	1,600 PU, 90 UNITS/C\$, PDF#296	N/B	N/B	0.12 PU, \$8.54/C\$ #1210963	N/B	N/B
Juice, Orange, 100%, cartons	4 oz.	75		27,000 units	N/B	N/B	0.1503 PU, #180294	0.1482 PU, \$10.66/C\$ KIT/WHSE, FRZ, SUN CUP #030100, 70/4 OZ	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	1,600 PU, 90 UNITS/C\$, PDF#458	N/B	N/B	0.14 PU, \$9.85/C\$ KIT, #1211400	N/B	N/B
Switch beverage, black cherry	8.3 oz	24	Switch	200 cases	N/B	N/B	N/B	0.5383 PU, \$12.92/C\$ KIT, 0.5325 PU, \$12.79/C\$ WHSE	N/B	N/B	N/B	N/B	0.532 PU, \$12.79/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.55 PU, \$13.28/C\$ KIT, #6972780	N/B	N/B
Switch beverage, Grape	8.3 oz	24	Switch	80 cases	N/B	N/B	N/B	0.5383 PU, \$12.92/C\$ KIT, 0.5325 PU, \$12.79/C\$ WHSE	N/B	N/B	N/B	N/B	0.532 PU, \$12.79/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.55 PU, \$13.28/C\$ KIT, #6807863	N/B	N/B
Switch beverage, kiwi strawberry	8.3 oz	24	Switch	300 cases	N/B	N/B	N/B	0.5383 PU, \$12.92/C\$ KIT, 0.5325 PU, \$12.79/C\$ WHSE	N/B	N/B	N/B	N/B	0.532 PU, \$12.79/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.55 PU, \$13.28/C\$ KIT, #6972818	N/B	N/B
Switch beverage, fruit punch	8.3 oz	24	Switch	150 cases	N/B	N/B	N/B	0.5383 PU, \$12.92/C\$ KIT, 0.5325 PU, \$12.79/C\$ WHSE	N/B	N/B	N/B	N/B	0.532 PU, \$12.79/C\$	N/B	N/B	N/B	N/B	N/B	N/B	0.63 PU, \$15.16/C\$ KIT, #7917406	N/B	N/B

Item Description	Unit Size	Pack Size	Brand/Code #	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danilelsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution	
Switch beverage, orange tangerine	8.3oz	24	Switch	100 cases	N/B	N/B	N/B	0.5383 PU, \$12.92/CS KIT, 0.5325 PU, \$12.76/CS WHSE	N/B	N/B	N/B	N/B	0.532 PU, \$12.79/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.55 PU, \$13.28/CS KIT, #6872634	N/B	N/B	
Switch beverage, watermelon strawberry	8.3 oz	24	Switch	300 cases	N/B	N/B	N/B	0.5383 PU, \$12.92/CS KIT, 0.5325 PU, \$12.76/CS WHSE	N/B	N/B	N/B	N/B	0.532 PU, \$12.79/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.55 PU, \$13.28/CS KIT, #6872620	N/B	N/B	
Veryfine, Apple Juice	10 oz	24	Veryfine	100 cases	N/B	N/B	N/B	0.5612 PU, \$13.47/CS KIT, 0.5550 PU, \$13.32/CS WHSE, 24/11.5OZ	N/B	N/B	N/B	N/B	0.593 PU, \$14.25/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.66 PU, \$15.89/CS KIT,	N/B	N/B	
Veryfine, Grapefruit	10 oz	24	Veryfine	25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.593 PU, \$14.25/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.66 PU, \$15.89/CS KIT, #6956898	N/B	N/B	
Veryfine, Grape	10 oz	24	Veryfine	200 cases	N/B	N/B	N/B	S.O. 0.5612 PU, \$13.47/CS KIT, 0.5550 PU, \$13.32/CS WHSE, 24/11.5OZ	N/B	N/B	N/B	N/B	0.593 PU, \$14.25/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.66 PU, \$15.89/CS KIT, #7154801	N/B	N/B	
Veryfine, Orange	10 oz	24	Veryfine	200 cases	N/B	N/B	N/B	S.O. 0.5612 PU, \$13.47/CS KIT, 0.5550 PU, \$13.32/CS WHSE, 24/11.5OZ	N/B	N/B	N/B	N/B	0.593 PU, \$14.25/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.66 PU, \$15.89/CS KIT, #7121858	N/B	N/B	
NOT AWARDED																							
NOT AWARDED																							
NOT AWARDED																							
NOT AWARDED																							
NOT AWARDED																							
Veryfine, Twisted Cherry Juice	8oz	24	Veryfine	200 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.497 PU, \$11.95/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.60 PU, \$14.35/CS KIT, #2343570	N/B	N/B	
Veryfine, Apple Juice	8oz	24	Veryfine	200 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.497 PU, \$11.95/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.60 PU, \$14.35/CS KIT, #1236485	N/B	N/B	
Veryfine, Grape	8oz	24	Veryfine	200 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.497 PU, \$11.95/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.60 PU, \$14.35/CS KIT, #1236478	N/B	N/B	
Veryfine, Orange	8oz	24	Veryfine	200 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.497 PU, \$11.95/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.60 PU, \$14.35/CS KIT, #1236441	N/B	N/B	
Veryfine, Fruit Punch	8oz	24	Veryfine	200 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.497 PU, \$11.95/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.60 PU, \$14.35/CS KIT, #2454571	N/B	N/B	
Water, bottled	8 oz	48	Crystal Geyser	33,500 units	N/B	N/B	N/B	0.1098 PU, \$6.15/CS KIT, 0.1087 PU, \$6.09/CS WHSE, #56081, 56/BOZ	N/B	N/B	N/B	N/B	0.164 PU, \$3.95/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.13 PU, \$7.37/CS KIT, #9788536	N/B	N/B	
Water, bottled	10 oz		Crystal Geyser	33,500 units	N/B	N/B	N/B	0.1098 PU, \$6.15/CS KIT, 0.1087 PU, \$6.09/CS WHSE, #56081, 56/BOZ	N/B	N/B	N/B	N/B	0.141 PU, \$6.78/CS	N/B	N/B	N/B	N/B	N/B	N/B	0.18 PU, \$4.24/CS KIT, #1162771	N/B	N/B	
7. Paper Products, Non-Food Items & Chemicals				Unit Size	Case Count	Brand/Code #	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danilelsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Team Distribution	Trinity Fresh Distribution

Item Description	Unit Size	Pack Size	Brand/Cod #	Estimated Quantity	Berkeley Farms	Simbo Bakeries	Crystal Creamery	Danleian	Daxwell	Daylight Foods	Domino's Pizzas	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randh	Sysco	Team Distribution	Trinity Fresh Distribution
Bag, Bun pan rack cover, high density, 52" x 90"		50	#12F5280	100 cases	N/B	N/B	N/B	MKT, S.O. 0.4066 PU, \$20.33/CS KIT, 0.4066 PU, \$20.33/CS WHSE, IBS 50CT	N/B	N/B	N/B	0.28 PU, \$14.00/CS KIT, 0.27 PU, \$13.50/CS WHSE, EKLAY, BOR52X80, 50/CS	N/B	0.2472 PU, \$12.36/CS WHSE, BOR5280, 50CT	N/B	0.223 PU, \$11.15/CS KIT, 0.218 PU, \$10.93/CS WHSE, ELK- BOR5280	N/B	N/B	\$21.90/cs, KIT, #8R52X80	\$1.01 PU, \$50.59/CS KIT, #9763842	0.370 pu, \$18.50/cs, WHSE, TDS280	N/B
Bag, Bun pan cover, top opening for 4" or 6" hotel pan				50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0738 PU, \$18.45/CS KIT, 0.0698 PU, \$17.45/CS WHSE, EKLAY, BOR3425HD, 250/CS	N/B	.4572 PU, \$45.72/CS WHSE, PL3418, 100CT	N/B	0.520 PU, \$26.00/CS KIT, 0.510 PU, \$25.48/CS WHSE, PAN 42002, 50 CT	N/B	N/B	N/B	0.20 PU, \$40.28/CS KIT, #43588958	N/B	N/B
Bowl, Black, Invisi-bowl (hot entrée)	16 oz	500	Par-pak #24017	25 cases	N/B	N/B	N/B	S.O. 0.1187 PU, \$59.85/CS KIT, 0.1174 PU, \$59.20/CS WHSE, DART 504 CT	N/B	N/B	N/B	0.1150 PU, \$57.50/CS KIT, 0.1130 PU, \$56.50/CS WHSE	N/B	N/B	N/B	0.091 PU, \$45.30/CS KIT, 0.089 PU, \$44.39/CS WHSE	N/B	N/B	N/B	0.16 PU, \$81.82/CS KIT, #8040477	N/B	N/B
Boxes, Chinese takeout style, pagoda, no metal handle	16 oz	450	Fold Pak	500 cases	N/B	N/B	N/B	0.0564 PU, \$25.41/CS KIT, 0.0556 PU, \$25.14/CS WHSE, GOLDEN WEST #18MP, 450CT	N/B	N/B	N/B	0.0581 PU, \$29.75/CS KIT, 0.0639 PU, \$28.75/CS WHSE, FOLDPAK #18MWPAGO DM	N/B	0.0542 PU, \$24.39/CS WHSE, 450 CT	N/B	0.058 PU, \$25.20/CS KIT, 0.055 PU, \$24.70/CS WHSE, GWP, 16FP-PMW	N/B	N/B	N/B	\$3.52 PU, \$31.54/CS KIT, #9524495	N/B	N/B
Boxes, Chinese takeout style, pagoda, no metal handle	26 oz	450	Fold Pak	100 cases	N/B	N/B	N/B	0.0675 PU, \$30.39/CS KIT, 0.0667 PU, \$30.05/CS WHSE, GOLOEN WEST #29MP, 450CT	N/B	N/B	N/B	0.0667 PU, \$30.00/CS KIT, 0.0644 PU, \$38.00/CS WHSE, FOLDPAK #26MWPAGO DM	N/B	0.06391 PU, \$38.78/CS WHSE, 450 CT	N/B	0.063 PU, \$38.25/CS KIT, 0.062 PU, \$27.89/CS WHSE, GWP- 26FP-PMW	N/B	N/B	N/B	\$4.18 PU, \$37.86/CS KIT, #7783394	N/B	N/B
Clamshell, container, clear hinged, 8 1/4" x 8 1/4" x 3" (sandwich/chips/fruit)		250	Dart #C90 PST1	100 cases	N/B	N/B	N/B	0.01438 PU, \$35.95/CS KIT, 0.1422 PU, \$35.56/CS WHSE	N/B	N/B	N/B	0.1540 PU, \$38.50/CS KIT, 0.1500 PU, \$37.50/CS WHSE	N/B	0.13524 PU, \$33.81/CS WHSE, 250 CT	N/B	0.140 PU, \$34.95/CS KIT, 0.137 PU, \$34.25/CS WHSE	N/B	N/B	N/B	0.13 PU, \$33.24/CS KIT, #5250688	0.138 PU, \$22.00/CS, WHSE	N/B
Clamshell, 6" clear, single compartment (salad shaker)		125	Dart #C57PST 1	100 cases	N/B	N/B	N/B	0.0712 PU, \$35.82/CS KIT, 0.0704 PU, \$35.23/CS WHSE	N/B	N/B	N/B	0.0765 PU, \$38.25/CS KIT, 0.0745 PU, \$37.25/CS WHSE	N/B	0.06666 PU, \$33.28/CS WHSE, 500 CT	N/B	0.071 PU, \$35.30/CS KIT, 0.069 PU, \$34.99/CS WHSE	N/B	N/B	N/B	0.08 PU, \$41.88/CS KIT, #5250983	0.178 PU, \$22.00/CS, WHSE	N/B
Clamshell, black/clear, Bento Box			ParPak #02345	50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1510 PU, \$75.50/CS KIT, 0.1480 PU, \$74.50/CS WHSE, 300/CS	N/B	N/B	N/B	0.217 PU, \$85.00/CS KIT, 0.212 PU, \$83.70/CS WHSE, 300 CT	N/B	N/B	N/B	N/B	N/B	N/B
Clamshell, Clear, rectangle, Bento Box			ParPak #02010	50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1310 PU, \$65.50/CS KIT, 0.1290 PU, \$64.50/CS WHSE, 500/CS	N/B	N/B	N/B	0.113 PU, \$58.30/CS KIT, 0.110 PU, \$55.17/CS WHSE, 500 CT	N/B	N/B	N/B	N/B	N/B	N/B
Container, sandwich		500	Par-Pak #21507	50 cases	N/B	N/B	N/B	S.O. 0.1669 PU, \$41.73/CS KIT, 0.1690 PU, \$41.27/CS WHSE, DART 250CT	N/B	N/B	N/B	0.0800 PU, \$40.00/CS KIT, 0.0780 PU, \$39.00/CS WHSE	N/B	0.05734 PU, \$28.67/CS WHSE, #0C3PST1, 500 CT	N/B	0.066 PU, \$33.10/CS KIT, 0.066 PU, \$32.44/CS WHSE	N/B	N/B	N/B	\$20.11/CS KIT, #1399445	N/B	N/B
Container, clear, hinged, 3 comp. (sandwich/fruit/parfait)	32 oz.	250	Dart #C90PST 3	50 cases	N/B	N/B	N/B	0.1438 PU, \$35.95/CS KIT, 0.1422 PU, \$35.56/CS WHSE	N/B	N/B	N/B	0.1540 PU, \$38.50/CS KIT, 0.1480 PU, \$37.00/CS WHSE	N/B	0.13506 PU, \$33.77/CS WHSE, 250 CT	N/B	0.140 PU, \$34.95/CS KIT, 0.137 PU, \$34.25/CS WHSE	N/B	N/B	N/B	\$29.89/CS KIT, #2743122	0.137 PU, \$34.25/CS, WHSE	N/B
Container, clear, hinged (salad entrée)	32 oz.	250	Dart #C89PST 1	100 cases	N/B	N/B	N/B	0.1373 PU, \$34.33/CS KIT, 0.1366 PU, \$33.98/CS WHSE	N/B	N/B	N/B	0.1520 PU, \$38.00/CS KIT, 0.1480 PU, \$37.00 WHSE	N/B	0.12632 PU, \$32.04/CS WHSE, 250 CT	N/B	0.132 PU, \$32.95/CS KIT, 0.129 PU, \$32.29/CS WHSE	N/B	N/B	N/B	0.13 PU, \$32.54/CS KIT, #5250877	0.137 PU, \$34.25/CS, WHSE	N/B
Container, clear hinged (1/2 cup salad bar)		1500	Par-Pak #21980	200 cases	N/B	N/B	N/B	0.0613 PU, \$30.88/CS KIT, 0.0607 PU, \$30.35/CS WHSE, DART 500CT	N/B	N/B	N/B	0.0510 PU, \$78.50/CS KIT, 0.0503 PU, \$75.50/CS WHSE	N/B	N/B	N/B	0.044 PU, \$65.80/CS KIT, 0.043 PU, \$64.40/CS WHSE	N/B	N/B	N/B	0.04 PU, \$63.38/CS KIT, #5635093	N/B	N/B

Item Description	Unit Size	Pack Size	Brand/Code	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Cup, clear (for parfaits)	10 oz	1000	PETE	50 cases	N/B	N/B	N/B	S.O., 0.0432 PU, \$43.22/C5 KIT, 0.0427 PU, \$42.75/C5 WHSE, SOLO 1000CT	N/B	N/B	N/B	0.0495 PU, \$49.50/C5 KIT, 0.0485 PU, \$48.50/C5 WHSE, LOLLI CUP #C-KC10, 1000/C5	N/B	0.04038 PU, \$40.38/C5 WHSE, #TP100, 1000 CT	N/B	0.046 PU, \$45.90/C5 KIT, 0.045 PU, \$44.98/C5 WHSE, LLL- KC10	N/B	N/B	N/B	\$1.37 PU, \$27.44/C5 KIT, #7473525	N/B	N/B
Cup, clear (for parfaits)	16 oz			100 cases	N/B	N/B	N/B	0.0481 PU, \$48.15/C5 KIT, 0.0479 PU, \$47.83/C5 WHSE, DART 1000 CT	N/B	N/B	N/B	0.0545 PU, \$54.50/C5 KIT, 0.0535 PU, \$53.50/C5 WHSE, LOLLI CUP #C-KC16, 1000/C5	N/B	0.0150 PU, \$45.00/C5 WHSE, 16P, 1000 CT	N/B	0.047 PU, \$46.50/C5 KIT, 0.048 PU, \$45.57/C5 WHSE, PETE #VIG-VPTC16, 1000 CT	N/B	N/B	N/B	\$4.70 PU, \$47.02/C5 KIT, #7474812	N/B	N/B
Cup, foam	6 oz	1000	Dart #6J6	100 cases	N/B	N/B	N/B	0.0145 PU, \$14.54/C5 KIT, 0.0143 PU, \$14.35/C5 WHSE	N/B	N/B	N/B	0.0149 PU, \$14.85/C5 KIT, 0.0144 PU, \$14.35/C5 WHSE	N/B	0.01366 PU, \$13.66/C5 WHSE, 1000 CT	N/B	0.014 PU, \$14.10/C5 KIT, 0.014 PU, \$13.82/C5 WHSE	N/B	N/B	\$16.25, KIT, C6CC	0.35 PU, \$14.00/C5 KIT, #4088811	0.014 PU, \$14.95/C5, WHSE	N/B
Cup, foam	8 oz	1000	Dart #8J6	20 cases	N/B	N/B	N/B	0.0170 PU, \$17.05/C5 KIT, 0.0168 PU, \$16.80/C5 WHSE	N/B	N/B	N/B	0.0173 PU, \$17.25/C5 KIT, 0.0168 PU, \$16.75/C5 WHSE	N/B	0.01602 PU, \$16.02/C5 WHSE, 1000 CT	N/B	0.017 PU, \$16.50/C5 KIT, 0.016 PU, \$16.17/C5 WHSE	N/B	N/B	\$16.97, KIT, C6CC	0.41 PU, \$16.42/C5 KIT, #4088829	0.017 PU, \$17.50/C5, WHSE	N/B
Cup, double poly hot/cold food container (soup)	16 oz		C-KDL 112 PP	100 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0505 PU, \$50.50/C5 KIT, 0.0495 PU, \$49.50/C5 WHSE, LOLLI CUP #C-KDL 112PP, 1000/C5	N/B	0.04108 PU, \$41.08/C5 WHSE, CKDP16W, 1000 CT	N/B	0.047 PU, \$46.50/C5 KIT, 0.048 PU, \$45.57/C5 WHSE, LLL- KDP16W, 1000 CT	N/B	N/B	N/B	N/B	N/B	N/B
Cup, double poly hot/cold food container (soup)	12 oz		C-KDL 100 PP	100 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0470 PU, \$47.00/C5 KIT, 0.0460 PU, \$46.00/C5 WHSE, LOLLI CUP #C-KDL 100PP, 1000/C5	N/B	0.03903 PU, \$39.03/C5 WHSE, CKDP12W, 1000 CT	N/B	0.078 PU, \$47.00/C5 KIT, 0.077 PU, \$46.00/C5 WHSE, LLC- KDP32W, 600 CT	N/B	N/B	N/B	N/B	N/B	N/B
Cup, foam, squat	4 oz	1000	#4J6	100 cases	N/B	N/B	N/B	0.0175 PU, \$17.53/C5 KIT, 0.0173 PU, \$17.34/C5 WHSE	N/B	N/B	N/B	0.0175 PU, \$17.75/C5 KIT, 0.0175 PU, \$17.50/C5, WHSE	N/B	0.01647 PU, \$16.47/C5 WHSE, 1000 CT	N/B	0.017 PU, \$16.90/C5 KIT, 0.017 PU, \$16.56/C5 WHSE	N/B	N/B	N/B	0.02 PU, \$16.71/C5 KIT, #4088761	0.017 PU, \$17.95/C5, WHSE	N/B
Cup, foam squat	8 oz	1000	Dart #8SJ12	100 cases	N/B	N/B	N/B	S.O., 0.0290 PU, \$28.07/C5 KIT, 0.0287 PU, \$28.78/C5 WHSE	N/B	N/B	N/B	0.0285 PU, \$28.50/C5 KIT, 0.0290 PU, \$28.00/C5 WHSE	N/B	0.02406 PU, \$24.06/C5 WHSE, 1000 CT	N/B	0.024 PU, \$24.35/C5 KIT, 0.024 PU, \$23.77/C5 WHSE	N/B	N/B	N/B	\$1.22 PU, \$24.44/C5 KIT, #4088472	0.029 PU, \$29.00/C5, WHSE	N/B
Cup, foam squat (turkey & gravy)	16 oz	500	Dart 16MJ32	50 Cases	N/B	N/B	N/B	S.O., 0.0473 PU, \$23.87/C5 KIT, 0.0468 PU, \$23.41/C5 WHSE	N/B	N/B	N/B	0.0485 PU, \$24.25/C5 KIT, 0.0475 PU, \$23.75/C5 WHSE	N/B	0.04374 PU, \$21.87/C5 WHSE, 500 CT	N/B	0.044 PU, \$22.20/C5 KIT, 0.044 PU, \$21.78/C5 WHSE	N/B	N/B	N/B	\$1.11 PU, \$23.19/C5 KIT, #4222865	0.035 PU, \$35.00/C5, WHSE	N/B
Cutlery Kit, Ex Hvy Duty, IW, (F,K,S,NAP,S&P)		250	#42D-B2	25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1940 PU, \$48.50/C5 KIT, 0.1900 PU, \$47.50/C5 WHSE	N/B	N/B	N/B	0.072 PU, \$18.05/C5 KIT, 0.071 PU, \$17.89/C5 WHSE, GOL- MK20PS	N/B	N/B	N/B	0.12 PU, \$28.92/C5 KIT, #0829150	N/B	N/B
Dishwashing gloves, green nitrile, 1 pair Med or Lg	1 pair			25 pair	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.9500 PU KIT, 0.92 PU WHSE #GNGF (SIZE) 1 PAIR	N/B	N/B	N/B	0.133 PU, \$1.50/C5 KIT, 0.131 PU, \$1.57/C5 WHSE, IMP- 6430M(L), 12/C5	N/B	N/B	N/B	\$10.07/C5 KIT, #0285708	N/B	N/B
Foil Wrap, 18x1000, standard wt	1 roll			75 cases	N/B	N/B	N/B	\$25.80 KIT, \$25.52 WHSE, #J1000333 5 WESTERN PLASTICS	\$23.50 WHSE, #J1000333 5	N/B	N/B	\$29.50/ROLL KIT, \$29.00/ROLL WHSE, #GTS 1800005	N/B	N/B	N/B	\$23.55 KIT, \$23.079 PU, \$23.08/C5 WHSE, HFA- 11803	N/B	N/B	N/B	\$30.27/C5 KIT, #8932336	\$25.00 WHSE, 181WEST	N/B
Foil Wrap, 5-way, 12"x12"	5	500		50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1540 PU, \$77.00/C5 KIT, 0.1520 PU, \$76.00/C5 WHSE, VOLFLEX #FS055	N/B	N/B	N/B	0.085 PU, \$85.00/C5 KIT, 0.083 PU, \$83.30/C5 WHSE, MCN- 811161A, 1000 CT	N/B	N/B	N/B	0.11 PU, \$105.01/C5 KIT, #2509774, 811161	N/B	N/B
Foil Wrap, hot dog	5	500		25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1050 PU, \$52.50/C5 KIT, 0.1030 PU, \$51.50 WHSE, VOLFLEX #FS017	N/B	N/B	N/B	0.029 PU, \$57.00/C5 KIT, 0.038 PU, \$55.86/C5 WHSE, BAG- 850, 4500/C5	N/B	N/B	N/B	0.05 PU, \$51.04/C5 KIT, #0840525, 321351	N/B	N/B

Item Description	Unit Size	Pack Size	Brand/Code	Estimated Quantity	Berkeley Farms	Simbo Bakerias	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Menahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Fork, white, heavy wt. plastic		1000	HPPFW	1500 cases	N/B	N/B	N/B	S.O., 0.0136 PU, \$13.80/CS KIT, 0.0136 PU, \$13.86/CS WHSE, GENPAK	00522 PU, \$5.22/CS, WHSE, #A1000138 9	N/B	N/B	0.0125 PU, \$12.50/CS KIT, 0.0120 PU, \$12.00/CS WHSE, GTS	N/B	N/B	N/B	0.011 PU, \$10.95/CS KIT, 0.011 PU, \$10.73/CS WHSE, GOL- 20601	N/B	N/B	\$17.80, KIT, A6040005	0.02 PU, \$22.88/CS KIT, #7088235	0.014 PU, \$14.00/CS, WHSE	N/B
Glove, Vinyl, Size: XLarge		1000	Safety Zone #GVDR- XLG-1	50 cases	N/B	N/B	N/B	S.O., 0.0236 PU, \$23.63/CS KIT/WHSE, GOLDMAX	025 PU, \$25.00/CS, WHSE, #F1000174 7	N/B	N/B	0.0250 PU, \$25.00/CS KIT, 0.0245 PU, \$24.50/CS WHSE, 10/100/CS	N/B	N/B	N/B	0.019 PU, \$18.90/CS KIT, 0.019 PU, \$18.52/CS WHSE, NET- 754627	N/B	N/B	\$23.50, KIT, VXL5201	\$2.16 PU, \$21.61/CS KIT, #0952018	0.036 PU, \$36.00/CS, WHSE	N/B
Glove, Vinyl, Size: Large		1000	Safety Zone #GVDR- LG-1	300 cases	N/B	N/B	N/B	0.0236 PU, \$23.63/CS KIT/WHSE, GOLDMAX	01561 PU, \$15.61/CS, WHSE, #10001746	N/B	N/B	0.0250 PU, \$25.00/CS KIT, 0.0245 PU, \$24.50/CS WHSE, 10/100/CS	N/B	N/B	N/B	0.019 PU, \$18.90/CS KIT, 0.019 PU, \$18.52/CS WHSE, NET- 754617	N/B	N/B	\$23.50, KIT, VLG5201	\$2.16 PU, \$21.63/CS KIT, #0952004	0.036 PU, \$36.00/CS, WHSE	N/B
Glove, Vinyl, Size: Medium		1000	Safety Zone #GVDR- MED-1	550 cases	N/B	N/B	N/B	0.0236 PU, \$23.63/CS KIT/WHSE, GOLDMAX	01561 PU, \$15.61/CS, WHSE, #10001751	N/B	N/B	0.0250 PU, \$25.00/CS KIT, 0.0245 PU, \$24.50/CS WHSE, 10/100/CS	N/B	N/B	N/B	0.019 PU, \$18.90/CS KIT, 0.019 PU, \$18.52/CS WHSE, NET754615	N/B	N/B	\$23.50, KIT, VMD5201	\$2.16 PU, \$21.63/CS KIT, #0951966	0.036 PU, \$36.00/CS, WHSE	N/B
Glove, Vinyl, Size: Small		1000	Safety Zone #GVDR- SM-1	100 cases	N/B	N/B	N/B	S.O., 0.0236 PU, \$23.63/CS KIT/WHSE, GOLDMAX	01561 PU, \$15.61/CS, WHSE, #F1000125 4	N/B	N/B	0.0250 PU, \$25.00/CS KIT, 0.0245 PU, \$24.50/CS WHSE, 10/100/CS	N/B	N/B	N/B	0.019 PU, \$18.90/CS KIT, 0.019 PU, \$18.52/CS WHSE, NET754613	N/B	N/B	\$23.50, KIT, VSM5201	\$2.16 PU, \$21.63/CS KIT, #0951960	0.036 PU, \$36.00/CS, WHSE	N/B
Gloves, powder free, all sizes, Goldmax		1000	Goldmax	350 cases	N/B	N/B	N/B	0.0242 PU, \$24.28/CS KIT/WHSE	N/B	N/B	N/B	0.0280 PU, \$28.00/CS KIT, 0.0275 PU, \$27.50/CS WHSE, SAFETYZONE #GVP9 (SIZE), 10/100/CS	N/B	N/B	N/B	0.019 PU, \$19.00/CS KIT, 0.019 PU, \$18.82/CS WHSE, 7546(29/31)X 3(39)	N/B	N/B	N/B	\$8.04 PU, \$80.36/CS KIT, #5476462	0.036 PU, \$36.00/CS, WHSE	N/B
Hairnets, Dark Brown, Goldmax		1440	Goldmax	100 cases	N/B	N/B	N/B	0.0782 PU, \$112.73/CS KIT/WHSE	00522 PU, \$5.22/CS, WHSE, #A1000139 2	N/B	N/B	0.0580 PU, \$85.00/CS KIT, 0.0583 PU, \$84.00/CS WHSE, SAFETYZONE #DPLW22-BR, 10/144/CS	N/B	N/B	N/B	0.058 PU, \$81.00/CS KIT, 0.055 PU, \$79.36/CS WHSE, CEL- HN100, 10/144/CS	N/B	N/B	N/B	\$9.82 PU, \$98.24/CS KIT, #2099341	N/B	N/B
Knife, white, heavy wt. plastic		1000	HPPKW	200 cases	N/B	N/B	N/B	S.O., 0.0136 PU, \$13.80/CS KIT, 0.0136 PU, \$13.86/CS WHSE, GENPAK	N/B	N/B	N/B	0.0125 PU, \$12.50/CS KIT, 0.0120 PU, \$12.00/CS WHSE, GTS	N/B	0.01120 PU, \$11.20/CS WHSE, 1000 CT	N/B	0.011 PU, \$10.95/CS KIT, 0.011 PU, \$10.73/CS WHSE, GOL- 20621	N/B	N/B	\$17.80, KIT, A6040004	0.02 PU, \$23.02/CS KIT, #5206326	0.014 PU, \$14.00/CS, WHSE	N/B
Lid, dome for 16 oz clear parafat cup (NO HOLE)	16 oz			100 cases	N/B	N/B	N/B	0.0267 PU, \$26.71/CS KIT, 0.0264 PU, \$26.42/CS WHSE, DART 1000CT	N/B	N/B	N/B	0.0275 PU, \$27.50/CS KIT, 0.0265 PU, \$26.50/CS WHSELOLLI CUP #C- CK826DLHN, 1000/CS	N/B	N/B	N/B	0.024 PU, \$24.40/CS KIT, 0.024 PU, \$23.81/CS WHSE, VIG- VPTL-NK, 1000 CT	N/B	N/B	N/B	N/B	N/B	N/B
Lid for PETE 10 oz cup flat w/slot		1000	#C- KC78TS	50 cases	N/B	N/B	N/B	0.0194 PU, \$19.40/CS KIT, 0.0191 PU, \$19.18/CS WHSE, DART 1000 CT	N/B	N/B	N/B	0.0220 PU, \$22.00 KIT, 0.0210 PU, \$21.00/CS WHSE, LOLL CUP #C- KC78TS	N/B	N/B	N/B	0.021 PU, \$20.50/CS KIT, 0.020 PU, \$20.09/CS WHSE, LLL- KC78TS	N/B	N/B	N/B	N/B	N/B	N/B
Lid for Plastic Portion Cup	4 oz	2500	PL4	50 cases	N/B	N/B	N/B	0.0117 PU, \$29.32/CS KIT, 0.0116 PU, \$29.00/CS WHSE	N/B	N/B	N/B	0.0152 PU, \$38.00/CS KIT, 0.0146 PU, \$37.00/CS WHSE, DART #400PCL	N/B	0.01096 PU, \$20.48/CS WHSE, 2600 CT	N/B	0.012 PU, \$29.00/CS KIT, 0.011 PU, \$28.42/CS WHSE, LLL- PL400-PE	N/B	N/B	N/B	\$1.47 PU, \$29.48/CS KIT, #7763736	0.001 PU, \$28.50/CS, WHSE	N/B
Lid for double poly hot/cold food container (soup)	16oz		C-KDL 112 PP	100 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0096 PU, \$9.75/CS KIT, 0.0095 PU, \$9.50/CS WHSE, LOLL CUP #C-KDL 112PP, 1000/CS	N/B	0.02046 PU, \$20.46/CS WHSE, 1000 CT	N/B	0.022 PU, \$22.15/CS KIT, 0.022 PU, \$21.71/CS WHSE, LLC- KL112PP, 1000 CT	N/B	N/B	N/B	N/B	N/B	N/B
Lid for double poly hot/cold food container (soup)	12oz		C-KDL 100PP	100 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0250 PU, \$25.00/CS KIT, 0.0245 PU, \$24.50/CS WHSE, LOLL CUP #C-KDL 100PP, 1000/CS	N/B	0.02046 PU, \$20.46/CS WHSE, 1000 CT	N/B	0.022 PU, \$21.95/CS KIT, 0.022 PU, \$21.51/CS WHSE, LLL- KL100PP, 1000 CT	N/B	N/B	N/B	N/B	N/B	N/B

Item Description	Unit Size	Pack Size	Brand/Code	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danisco	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randall's	Syco	Team Distribution	Trinity Fresh
Lid for squat cup	4 oz	1000	#6JL	100 cases	N/B	N/B	N/B	0.0098 PU, \$9.61/CS KIT, 0.0095 PU, \$9.50/CS WHSE	N/B	N/B	N/B	0.0098 PU, \$9.75/CS KIT, 0.0095 PU, \$9.50/CS WHSE, DART#6JL	N/B	0.0093 PU, \$9.03/CS WHSE, 1000 CT	N/B	0.0098 PU, \$9.30/CS KIT, 0.0099 PU, \$9.11/CS WHSE	N/B	N/B	N/B	0.02 PU, \$9.19/CS KIT, #4096293	0.010 PU, \$10.52/CS, WHSE	N/B
Lid for squat cup	8 oz	1000	12JL	20 cases	N/B	N/B	N/B	0.0124 PU, \$12.47/CS KIT, 0.0123 PU, \$12.34/CS WHSE	N/B	N/B	N/B	0.0135 PU, \$13.50/CS KIT, 0.0133 PU, \$13.25/CS WHSE, DART#12JL	N/B	0.01171 PU, \$11.71/CS WHSE, 1000 CT	N/B	0.012 PU, \$12.00/CS KIT, 0.012 PU, \$11.78/CS WHSE	N/B	N/B	N/B	\$1.19 PU, \$11.89/CS KIT, #4097473	0.013 PU, \$13.25/CS, WHSE	N/B
Lid for squat cup	16 oz	500	32JL	50 cases	N/B	N/B	N/B	S.O., 0.0247 PU, \$12.38/CS KIT, 0.0245 PU, \$12.25/CS WHSE	N/B	N/B	N/B	0.0266 PU, \$13.30/CS KIT, 0.0260 PU, \$13.00/CS WHSE, DART #32JL, 1000CS	N/B	0.02326 PU, \$11.84/CS WHSE, 500 CT	N/B	0.024 PU, \$12.05/CS KIT, 0.024 PU, \$11.81/CS WHSE	N/B	N/B	N/B	\$2.36 PU, \$11.80/CS KIT, #4097465	0.018 PU, \$19.50, WHSE	N/B
Napkins, EasyNap, white	24	500	GPC #320-20	25 cases	N/B	N/B	N/B	0.0089 PU, \$53.81/CS KIT/WHSE, MKT	N/B	N/B	N/B	0.1270 PU, \$63.50/CS KIT, 0.1250 PU, \$62.50/CS WHSE	N/B	N/B	N/B	0.096 PU, \$48.00/CS KIT, 0.094 PU, \$47.04/CS WHSE, JRV- 32002	N/B	N/B	N/B	\$2.19 PU, \$52.52/CS KIT, #928319	N/B	N/B
Pan cover, clear, for sheet pan (bun pan), top opening				50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0858 PU, \$17.15/CS KIT, 0.0838 PU, \$16.75/CS WHSE, EKLAY #BOR27X37, 200CS	N/B	N/B	N/B	0.260 PU, \$26.00/CS KIT, 0.255 PU, \$25.48/CS WHSE, PAN- 42006, 100 CT	N/B	N/B	N/B	N/B	N/B	N/B
Pan cover, clear, for 4" or 6" hotel pan, top opening				50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0945 PU, \$18.90/CS KIT, 0.0925 PU/KLAY #BOR21635, 200CS, \$18.50/CS WHSE E	N/B	N/B	N/B	0.520 PU, \$26.00/CS KIT, 0.510 PU, \$25.48/CS WHSE, PAN 42002, 50 CT	N/B	N/B	N/B	N/B	N/B	N/B
Pan Liners, 18x25		1000	Papercutt er #232090	100 cases	N/B	N/B	N/B	S.O., 0.0873 PU, \$87.30/CS KIT, PATERSON	N/B	N/B	N/B	0.0290 PU, \$28.95/CS KIT, 0.0280 PU, \$28.00/CS WHSE, COUGARD #QUIL27-1	N/B	N/B	N/B	0.026 PU, \$25.50/CS KIT, 0.025 PU, \$24.99/CS WHSE, PPG- 2405181	N/B	N/B	N/B	\$41.56/CS KIT, #6787774	0.028 PU, \$26.50/CS, WHSE, NUTRI-BUN PL1624	N/B
Pan Liner, half pan 4", nylon ovenable, Model OPL 24x10			HGI 304 985024	25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1725 PU, \$34.50/CS, 0.1700 PU, \$34.00/CS WHSE, EKLAY #PTL2311, 200CS	N/B	0.1906 PU, \$19.05/CS WHSE, PL2314, 100 CT	N/B	0.310 PU, \$31.00/CS KIT, 0.304 PU, \$30.38/CS WHSE, PAN- 42639, 100 CT	N/B	N/B	N/B	N/B	N/B	N/B
Pan Liner, half pan 6", nylon ovenable, Model OPL 24x12			HGI 304 985025	25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.5980 PU, \$59.80/CS KIT, 0.5960 PU, \$58.80/CS WHSE	N/B	0.1905 PU, \$19.05/CS WHSE, PL2314, 100 CT	N/B	0.360 PU, \$36.00/CS KIT, 0.353 PU, \$35.28/CS WHSE, PAN- 42640, 100 CT	N/B	N/B	N/B	0.46 PU, \$45.95/CS KIT, #9809019	N/B	N/B
Pan Liner, full pan 4", nylon ovenable, Model OPL 34x12			HGI 304 985021	50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.5385 PU, \$53.85/CS KIT, 0.5265 PU, \$52.65/CS WHSE	N/B	0.3846 PU, \$38.46/CS WHSE, PL3412, 100 CT	N/B	0.434 PU, \$43.40/CS KIT, 0.425 PU, \$45.53/CS WHSE, PAN- 42001, 100 CT	N/B	N/B	N/B	0.32 PU, \$32.33/CS KIT, #0052088	N/B	N/B
Pan Liner, full pan 6", nylon ovenable, Model OPL 34x16			HGI 304 985022	50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.7230 PU, \$72.30/CS KIT, 0.7130 PU, \$71.30/CS WHSE	N/B	0.4572 PU, \$45.72/CS WHSE, PL3418, 100 CT	N/B	0.520 PU, \$26.00/CS KIT, 0.510 PU, \$25.48/CS WHSE, PAN 42002, 50 CT	N/B	N/B	N/B	0.34 PU, \$34.35/CS KIT, #9719816	N/B	N/B
Pan Saver to fit 4" hotel pan				50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.2790 PU, \$55.80/CS KIT, 0.2740 PU, \$54.80/CS WHSE, EKLAY #PTL3412, 200CS	N/B	0.3846 PU, \$38.46/CS WHSE, PL3412, 100 CT	N/B	0.434 PU, \$43.40/CS KIT, 0.425 PU, \$45.53/CS WHSE, PAN- 42001, 100 CT	N/B	N/B	N/B	N/B	N/B	N/B
Pan Saver to fit 6" hotel pan				50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.4098 PU, \$81.95/CS KIT, 0.4048 PU, \$80.95/CS WHSE, EKLAY #PTL3418, 200CS	N/B	0.4522 PU, \$45.22/CS WHSE, PL3418, 100 CT	N/B	0.520 PU, \$26.00/CS KIT, 0.510 PU, \$25.48/CS WHSE, PAN 42002, 50 CT	N/B	N/B	N/B	0.09 PU, \$23.28/CS KIT, #9385428	N/B	N/B

Item Description	Unit Size	Pack Size	Brand/Cod ed	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daswell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Menahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Plate, foam, black 9"		500	Dart #8PBQ	200 cases	N/B	N/B	N/B	0.0463 PU, \$24.15/CS KIT, 0.0477 PU, \$23.89/CS WHSE, GENPAK #LAM9-3L, 500/CS	N/B	N/B	N/B	0.0442 PU, \$22.10/CS KIT, 0.0435 PU, \$21.75/CS WHSE, GENPAK #LAM9-3L, 500/CS	N/B	0.04754 PU, \$23.77/CS WHSE, 500 CT	N/B	0.043 PU, \$21.40/CS KIT, 0.042 PU, \$20.87/CS WHSE, GPK-LAM09-3L	N/B	N/B	N/B	\$5.23 PU, \$20.94/CS KIT, #1975155	N/B	N/B
Plate, foam, black 6"		1000	LAM06-3L	50 cases	N/B	N/B	N/B	S.O., 0.0273 PU, \$27.31/CS KIT, 0.0270 PU, \$27.02/CS WHSE, DART	N/B	N/B	N/B	0.0275 PU, \$27.50/CS KIT, 0.0265 PU, \$26.50/CS WHSE, GENPAK #LAM06-3L, 1000/CS	N/B	0.02566 PU, \$25.96/CS WHSE, 8PBQR, 1000 CT	N/B	0.024 PU, \$23.50/CS KIT, 0.023 PU, \$23.03/CS WHSE, GPK-LAM06-3L	N/B	N/B	N/B	\$2.35 PU, \$18.79/CS KIT, #1555251	N/B	N/B
Portion Cup, clear, plastic, solo	4 oz	2500	Solo #P400	50 cases	N/B	N/B	N/B	0.0138 PU, \$34.75/CS KIT, 0.0137 PU, \$34.37/CS WHSE, DART	N/B	N/B	N/B	0.0170 PU, \$42.50/CS KIT, 0.0166 PU, \$41.50/CS WHSE, DART #400PC	N/B	0.012986 PU, \$32.47/CS WHSE, 2500 CT	N/B	0.013 PU, \$32.55/CS KIT, 0.013 PU, \$31.90/CS WHSE, LLC-P400-PP	N/B	N/B	N/B	\$3.33 PU, \$39.96/CS KIT, #7793829	0.001 PU, \$34.00/CS, WHSE	N/B
Portion Cup, clear, plastic, solo	8 oz	1000	Solo #CK-CK8	25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0470 PU, \$47.00/CS KIT, 0.0460 PU, \$46.00/CS WHSE, LOLLI CUP #CK-CK8, 1000/CS	N/B	N/B	N/B	0.052 PU, \$52.00/CS KIT, 0.051 PU, \$50.96/CS WHSE, FAB-NC95F	N/B	N/B	N/B	N/B	N/B	N/B
Reynolds Micro Smart, Lid		300	Reynolds	30 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1217 PU, \$36.50/CS KIT, 0.1183 PU, \$35.50/CS WHSE, GENPAK #FRP932	N/B	N/B	N/B	0.109 PU, \$27.00/CS KIT, 0.106 PU, \$26.49/CS WHSE, ANCLLD9D, 250 CT	N/B	N/B	N/B	N/B	N/B	N/B
Reynolds Micro Smart, Oval Platter	16 oz	300	Reynolds	30 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1567 PU, \$47.00/CS KIT, 0.1533 PU, \$46.00/CS WHSE, GENPAK #FRP024, 300/CS	N/B	N/B	N/B	0.176 PU, \$44.00/CS KIT, 0.172 PU, \$43.12/CS WHSE, ANCM918B, 250 CT	N/B	N/B	N/B	N/B	N/B	N/B
Reynolds Micro Smart, Oval Platter	24 oz	300	Reynolds	30 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.1567 PU, \$47.00/CS KIT, 0.1533 PU, \$46.00/CS WHSE, GENPAK #FRP024, 300/CS	N/B	N/B	N/B	0.204 PU, \$51.00/CS KIT, 0.200 PU, \$49.96/CS WHSE, ANCMW924B, 250CT	N/B	N/B	N/B	N/B	N/B	N/B
Scour pad, Heavy Duty, Green		20		10 cases	N/B	N/B	N/B	S.O., 0.3006 PU, \$18.04/CS KIT, WHSE, DISCO #CONHDS 900, 60CT	N/B	N/B	N/B	0.4125 PU, \$8.25/CS KIT, 0.400 PU, \$8.00/CS WHSE, NORTHERN PAD #86261059393, 20/CS	N/B	N/B	N/B	0.575 PU, \$11.50/CS KIT, 0.564 PU, \$11.27/CS WHSE, ACS-86-606A	N/B	N/B	\$10.00/BX, 20/CS, KIT, 3M#Z96	\$8.65/CS KIT, #1376806	N/B	N/B
Scour Pad, light duty, White		20		20 cases	N/B	N/B	N/B	S.O., 0.1820 PU, \$47.26/CS KIT, \$1.1820 PU, \$47.26/CS WHSE, ROYAL #RPP5630 C, 40CT	N/B	N/B	N/B	0.3475 PU, \$9.95/CS KIT, 0.3375 PU, \$8.75/CS WHSE, PREMIER #PAD-19B, 20/CS	N/B	N/B	N/B	0.670 PU, \$13.40/CS KIT, 0.657 PU, \$13.13/CS WHSE, 6/10/CS, ACS-96-604	N/B	N/B	\$20.00/BX, 20/BX, KIT, 3M#Z96	\$13.90/CS KIT, #4642785	N/B	N/B
Spoon, white, heavy wt, plastic		1000	HPPSW	1000 cases	N/B	N/B	N/B	S.O., 0.0136 PU, \$13.80/CS KIT, 0.0136 PU, \$13.66/CS WHSE, GENPAK	.00521 PU, \$5.21/CS, WHSE, #A1000139 0	N/B	N/B	0.0125 PU, \$12.50/CS KIT, 0.0120 PU, \$12.00/CS WHSE, GT8	N/B	0.01129 PU, \$11.29/CS WHSE, 1000 CT	N/B	0.011 PU, \$10.95/CS KIT, 0.011 PU, \$10.73/CS WHSE, GOL-20611	N/B	N/B	\$17.90/BX, 1000/CS, KIT, A6040003	0.02 PU, \$18.47/CS KIT, #8201638	N/B	N/B
Sporkette, Lunch Kit, med. wt., with napkin, 5 3/4" spiked straw, polypropylene		1000		500 cases	N/B	N/B	N/B	0.0117 PU, \$11.77/CS KIT, 0.0115 PU, \$11.54/CS WHSE, DANCO TEAL 1000CT	0.1085 PU, \$10.85/CS, WHSE, #B1000308 1	N/B	N/B	0.0135 PU, \$12.95/CS KIT, 0.0128 PU, \$12.75/CS WHSE, YR#3608, 1000/CS	N/B	N/B	N/B	0.011 PU, \$11.15/CS KIT, 0.014 PU, \$10.93/CS WHSE, NAT-0131B	N/B	N/B	N/B	0.01 PU, \$11.73/CS KIT, #1933148	0.012 PU, \$12.25/CS, WHSE, TEAM8000	N/B

Item Description	Unit Size	Pack Size	Brand/Cod. #	Estimated Quantity	Berkley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Straw, Plastic wrpd, 5.75"		12000		20 cases	N/B	N/B	N/B	0.0028 PU, \$34.75/CS KIT/WHSE	N/B	N/B	N/B	0.0030 PU, \$36.00/CS KIT, 0.0029 PU, \$35.00/CS WHSE, GOLDMAX #18321, 80/150CS	N/B	N/B	N/B	0.002 PU, \$29.50/CS KIT, 0.002 PU, \$28.91/CS WHSE, GOL- 18321	N/B	N/B	N/B	N/B	N/B	N/B
Towel, Chlx, disposable blue, 12x24"		150		10 cases	N/B	N/B	N/B	MKT, 0.1888 PU, \$56.05/CS KIT, 0.1888 PU, \$56.05/CS WHSE, KIMBERLY CLARK, 300CT	N/B	N/B	N/B	0.1933 PU, \$29.00/CS KIT, 0.1900 PU, \$28.50/CS WHSE, IFC #F35040, 150CS	N/B	N/B	N/B	0.180 PU, \$27.00/CS KIT, 0.178 PU, \$26.46/CS WHSE, CHK- 8242	N/B	N/B	N/B	0.30 PU, \$45.48/CS KIT, #0299209	N/B	N/B
Tray, 1/2# Food, 3-1/2x2x1-7/16		1000		50 cases	N/B	N/B	N/B	MKT, 0.0120 PU, \$12.95/CS KIT/WHSE, SOUTHERN	N/B	N/B	N/B	0.0135 PU, \$13.50/CS KIT, 0.0133 PU, \$13.25/CS WHSE, SOP#8705, 1000CS	N/B	N/B	N/B	0.012 PU, \$11.90/CS KIT, 0.012 PU, \$11.66/CS WHSE, SOU- 0562	N/B	N/B	N/B	\$4.11 PU, \$16.43/CS KIT, #0737608	0.014 PU, \$14.50/CS, WHSE, #FT050	N/B
Tray, 2# Food		1000		1500 cases	N/B	N/B	N/B	0.0144 PU, \$14.48/CS KIT, 0.0143 PU, \$14.32/CS WHSE, GOLDEN WEST #FT200KB	N/B	N/B	N/B	0.0179 PU, \$17.85/CS, 0.0175 PU, \$17.50/CS WHSE, SOP #8702, 1000CS	N/B	0.01487 PU, \$14.87/CS WHSE, ECOTRAY #200, 1000 CT	N/B	0.015 PU, \$14.55/CS KIT, 0.014 PU, \$14.26/CS WHSE, GWP- KB200	N/B	N/B	N/B	\$5.28 PU, \$21.10/CS KIT #2004236	0.018 PU, \$18.00/CS, WHSE, #FT200	N/B
Tray, 2-1/2# Food				1500 cases	N/B	N/B	N/B	MKT, 0.0249 PU, \$12.48/CS KIT, 0.0249 PU, \$12.48/CS WHSE, SOUTHERN N, 500CT	N/B	N/B	N/B	0.0340 PU, \$17.00/CS KIT, 0.0330 PU, \$16.90/CS WHSE, SOP #8704, 1000CS	N/B	N/B	N/B	0.024 PU, \$11.80/CS KIT, 0.023 \$11.56/CS WHSE, SOU- 0565, 500 CT	N/B	N/B	N/B	\$9.27 PU, \$18.54/CS KIT, #2004220	.025 PU, \$14.00/CS, WHSE, #FT250	N/B
Tray, 3# Food, 3-3/8"x5-3/8"x2 47		500		250 cases	N/B	N/B	N/B	0.024 PU, \$12.02/CS KIT, 0.0237 PU, \$11.89/CS WHSE, GOLDENW EST #FT300KB, 500CT	N/B	N/B	N/B	0.0270 PU, \$13.50/CS KIT, 0.0265 PU, \$13.25/CS WHSE, SOP #8703, 500CS	N/B	0.02412 PU, \$12.06/CS WHSE, ECOTRAY #300, 500 CT	N/B	0.024 PU, \$12.10/CS KIT, 0.024 PU, \$11.86/CS WHSE, GWP- KB300	N/B	N/B	N/B	\$8.70 PU, \$17.41/CS KIT, #2004242	0.029 PU, \$14.95/CS, WHSE, #FT300	N/B
Tray, 5 comp., black		500	GPK-10500-3L	3500 cases	N/B	N/B	N/B	0.0424 PU, \$21.20/CS KIT, 0.0419 PU, \$20.97/CS WHSE	N/B	N/B	N/B	S.O. 720 CS MIN. 0.0400 PU, \$20.00/CS KIT, 0.0388 PU, \$19.75/CS WHSE	N/B	0.03322 PU, \$16.81/CS WHSE, YTH1- 0500 WHITE, 500 CT	N/B	0.037 PU, \$18.80/CS KIT, 0.036 PU, \$18.23/CS WHSE, GPK- 1050036	N/B	N/B	N/B	0.03 PU, \$17.18/CS KIT, #4174199	WHITE, 0.036 PU, \$18.00/CS, WHSE, #TSC5T	N/B
Tray, 5# Food		500		50 cases	N/B	N/B	N/B	0.0020 PU, \$17.96/CS KIT, 0.0020 PU, \$17.96/CS WHSE, SOUTHERN	N/B	N/B	N/B	0.0345 PU, \$17.25/CS KIT, 0.0335 PU, \$16.75/CS WHSE, SOP #8705, 500CS	N/B	N/B	N/B	0.032 PU, \$16.20/CS KIT, 0.032 PU, \$15.88/CS WHSE SOU- 0567	N/B	N/B	N/B	N/B	0.037 PU, \$18.50/CS, #FT500	N/B
Tray, Nested, Campus Catering 8 1/2"x5 1/2"x2		500		1,000 cases	N/B	N/B	N/B	0.0295 PU, \$14.75/CS KIT, 0.0295 PU, \$14.75/CS WHSE, GOLDENW EST #KMA582	N/B	N/B	N/B	0.0397 PU, \$19.85/CS KIT, 0.0380 PU, \$19.00/CS WHSE, LA BOX #FB, 500CS	N/B	0.02872 PU, \$14.36/CS WHSE, KMA- 582, 500 CT	N/B	0.031 PU, \$16.25/CS KIT, 0.030 PU, \$14.95/CS WHSE, HUH- MP963	N/B	N/B	N/B	0.01 PU, \$14.98/CS KIT, #7460027	CHK DESIGN, 0.035 PU, \$17.50/CS, WHSE, #RTU582	N/B
Tray, With Lids, Clear Plastic, Reynolds	32 oz	250		200 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.01913 PU, \$38.25/CS KIT, 0.1875 PU, \$37.50/CS WHSE, GENPAK #AD32, 200CS	N/B	N/B	N/B	0.168 PU, \$42.45/CS KIT, 0.165 PU, \$41.80/CS WHSE, SPK- 08LC032, 252 CT	N/B	N/B	N/B	N/B	N/B	N/B
Wrap, Film PVC, 14x14, 1200 sh/rl		1 roll		25 cases	N/B	N/B	N/B	\$11.20 KIT, \$11.06 WHSE, WESTERN PLASTICS	N/B	N/B	N/B	\$14.00 KIT, \$13.75 WHSE, ROBBIE #00137, 1200SHT/RL	N/B	N/B	N/B	\$9.75/CS KIT, \$9.555 PU, \$9.56/CS WHSE, ANC- E151414	N/B	N/B	N/B	\$10.99/CS KIT, #4471308	\$14.00 WHSE, 313 WESTERN	N/B
Wrap, Film, 18 x 2000		1 roll		75 cases	N/B	N/B	N/B	\$12.47 KIT, \$12.34 WHSE, WESTERN PLASTICS	N/B	N/B	N/B	\$14.50 KIT, \$14.25 WHSE, WESTER PLSTC #182	N/B	\$29.44 WHSE	N/B	\$11.25/CS KIT, \$11.025 PU, \$11.03CS WHSE, ANC- CW182	N/B	N/B	N/B	\$11.67/CS KIT, #7435266	\$14.25 WHSE, #182	N/B

Item Description	Unit Size	Pack Size	Brand/Cod #	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Demino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randk	Sysco	Team Distribution	Trinity Fresh Distribution	
Wrap paper, blk/white check, for sandwich wraps		5000/cs		50 cases	N/B	N/B	N/B	S.O., 0.0154 PU, \$77.45/CS KIT, 0.0153 PU, \$76.81/CS WHSE, BAGCRAFT T #BGC0578 00	N/B	N/B	N/B	0.0146 PU, \$73.05/CS KIT, 0.0144 PU, \$72.05/CS WHSE, VOLFLEX #FS020	N/B	N/B	N/B	0.011 PU, \$53.00/CS KIT, 0.010 PU, \$51.94/CS WHSE, DUR- 12128LK	N/B	N/B	N/B	\$33.85/CS KIT, #6856859	0.013 PU, \$85.00/CS, WPSM	N/B	
Wrap, Foil, fish burger sandwich wrap, 10-1/2" x 13"			FS013	25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0260 PU, \$65.05/CS KIT, 0.0256 PU, \$64.05/CS WHSE, VOLFLEX #FS013, 2500/CS	N/B	N/B	N/B	0.026 PU, \$64.00/CS KIT, 0.025 PU, \$62.72/CS WHSE, 2500 CT	N/B	N/B	N/B	N/B	N/B	N/B	
Wrap, Foil, chili Pepper, 10-1/2" x 14"				20 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0308 PU, \$76.50/CS KIT, 0.0302 PU, \$75.50/CS WHSE, VOLFLEX #FS067, 2500/CS	N/B	N/B	N/B	0.023 PU, \$56.00/CS KIT, 0.023 PU, \$56.84/CS WHSE, PPC- 400026, 2500 CT	N/B	N/B	N/B	N/B	N/B	N/B	
Wrap paper, chili paper, white				20 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0292 PU, \$73.05/CS KIT, 0.0144 PU, \$72.05/CS WHSE, VOLFLEX #FS032, 5000/CS	N/B	N/B	N/B	0.012 PU, \$56.45/CS KIT, 0.011 PU, \$57.28/CS WHSE, PPC- 300365, 5000 CT	N/B	N/B	N/B	N/B	N/B	N/B	
Wrap, taco fiesta, 12" x 2"			FS032	20 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0148 PU, \$73.06/CS KIT, 0.0144 PU, \$72.08/CS WHSE, VOLFLEX #FS032, 5000/CS	N/B	N/B	N/B	0.029 PU, \$73.00/CS KIT, 0.029 PU, \$71.54/CS WHSE, PPC- 1212TACO, 5400/CS	N/B	N/B	N/B	N/B	N/B	N/B	
Wrap, Foil, hot dog		2500/cs		20 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0210 PU, \$52.50/CS KIT, 0.0206 PU, \$51.50/CS WHSE, VOLFLEX #FS017, 2500/CS	N/B	N/B	N/B	0.029 PU, \$57.00/CS KIT, 0.028 PU, \$55.86/CS WHSE, BAG- 850, 4500/CS	N/B	N/B	N/B	0.05 PU, \$53.75/CS KIT, #9427980	N/B	N/B	
Wrap, Foil, plain sandwich 10-1/2" x 13"			FS004	25 cases	N/B	N/B	N/B	S.O., 0.0264 PU, \$52.83/CS KIT, 0.0261 PU, \$52.28/CS WHSE, BAGCRAFT T 2000CT	N/B	N/B	N/B	0.0226 PU, \$56.55/CS KIT, 0.0222 PU, \$55.55/CS WHSE, VOLFLEX #FS003, 2500/CS	N/B	N/B	N/B	0.021 PU, \$42.20/CS KIT, 0.021 PU, \$41.36/CS WHSE, PPC- 300615, 4500/CS	N/B	N/B	N/B	\$3.56 PU, \$42.71/CS KIT, #6838526	N/B	N/B	
Wrap, Foil, plain sandwich 10-1/2" x 14"					N/B	N/B	N/B	S.O., PU, \$53.64/CS KIT, 0.0265 PU, \$53.06/CS WHSE, BAGCRAFT T 2000CT	N/B	N/B	N/B	\$29.50 KIT, \$0.0116 PU, \$26.00/CS WHSE, VOLFLEX #FS004, 2500/CS	N/B	N/B	N/B	0.021 PU, \$42.20/CS KIT, 0.021 PU, \$41.36/CS WHSE, PPC- 300615, 4500/CS	N/B	N/B	N/B	N/B	N/B	N/B	
Wrap, Foil, silver, cont. roll, 18"x1000', standard weight		1 roll		75 cases	N/B	N/B	N/B	\$25.80 KIT, \$25.52 WHSE, WESTERN PLASTICS	N/B	N/B	N/B	\$29.50 KIT, \$26.00 WHSE, GT5 #180000S	N/B	N/B	N/B	\$23.55/CS KIT, \$23.079 PU, \$23.08/CS WHSE, HFA- 11803	N/B	N/B	N/B	\$30.27/CS KIT, #6838336	\$25.00 WHSE, #181	N/B	
Wrap, Foil 5 way ham/chs/fsh/ck/sp, 12x12		2500/cs		100 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0308 PU, \$77.00/CS KIT, 0.0304 PU, \$76.00/CS WHSE, VOLFLEX #FS055	N/B	N/B	N/B	0.085 PU, \$85.00/CS KIT, 0.083 PU, \$83.30/CS WHSE, MCN- 811181A, 1000 CT	N/B	N/B	N/B	\$10.22 PU, \$51.06/CS KIT, #4563995	N/B	N/B	
Chemicals																							
Dawn soap	1 gal	4	#PGC-57445	50 cases	N/B	N/B	N/B	\$8.165 PU, \$32.66/CS KIT, \$8.165 PU, \$32.66/CS WHSE, AJAX, 4/GAL	N/B	N/B	N/B	\$14.375 PU, \$57.50/CS KIT, \$14.125 PU, \$56.50/CS WHSE, #PGC- 57445	N/B	N/B	N/B	\$13.50 PU, \$54.00/CS KIT, \$13.23 PU, \$52.92/CS WHSEPGC- 57444	N/B	N/B	N/B	\$14.00/GAL, KIT, #57445	\$12.42 PU, \$49.88/CS KIT, #1781224	N/B	N/B

Item Description	Unit Size	Pack Size	Brand/Codes	Estimated Quantity	Berkeley Farms	Bimbo Bakeries	Crystal Creamery	Danileisen	Dazwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution	
Descaler/Delmer, Clinging Lime-Away	1 gal	4	Lime-Away	10 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$16.00 PU, \$64.00CS KIT, \$15.75 PU, \$53.00CS WHSE, VALUE PRODUCT #2443, 4/1 GALCS	N/B	N/B	N/B	\$9.225 PU, \$36.90CS KIT, \$9.041 PU, \$36.16CS KIT, GEN-2068	N/B	N/B	\$10.62/GAL, KIT, #113904S	\$13.29 PU, \$79.72CS, #6103311	N/B	N/B	
Dish Machine Sanitizer, Ultra Low Temp	5 gal	1	Eco-Lab #5061239	50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$5.70 PU, \$28.50CS KIT, \$5.50 PU, \$27.50CS WHSE, VALUE PRODUCT #2479, 5/GAL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$35.42CS KIT, #5061239	N/B	N/B	
Dish Machine Temp Labels, hi-lo temp, pkg	27	1		50 packages	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0630 PU, \$26.00 KIT, 0.9259 PU, \$25.00CS WHSE, TAYLOR #10-186T, 27/PKG	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$20.23CS KIT, #4843017	N/B	N/B	
ET Ultra Dry	4.5 gal	1	Eco-Lab #5061247	50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$10.50 PU, \$52.50CS KIT, \$10.30 PU, \$51.50CS WHSE, VALUE PRODUCT #2369A, 5/GAL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$20.23CS KIT, #4843017	N/B	N/B	
Oven Cleaner, grease cutter	20 oz	12		20 cases	N/B	N/B	N/B	S.O., \$2.7290 PU, \$32.75CS KIT, \$2.6991 PU, \$32.39CS WHSE, BOARDWALK #350A, 12/19OZ	N/B	N/B	N/B	\$2.7063 PU, \$32.50CS KIT, \$2.625 PU, \$31.50CS WHSE, CHASE PRODUCT #4110, 12/18OZCS	N/B	N/B	N/B	\$1.908 PU, \$22.90CS KIT, \$1.870 PU, \$22.44CS WHSE, CMC-C8233	N/B	N/B	\$2.86/CAN, KIT, #5177	\$61.86CS KIT, #5061247	N/B	N/B	
Pad, cleaning alcohol, Thermosan	100 ct	10		50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0186 PU, \$18.75CS KIT, 0.0180 PU, \$18.00CS WHSE, DIAMOND WIPES #72449PK, 10/100CS	N/B	N/B	N/B	0.018 PU, \$18.00CS KIT, 0.018 PU, \$17.64CS WHSE, DMW-F2449PKT, 1000 CT	N/B	N/B	N/B	\$6.34CS KIT, #1953666	N/B	N/B	
Pot Soap, High Sud	1 gal	4		20 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$9.75 PU, \$39.00CS KIT, \$9.50 PU, \$38.00CS WHSE, VALUE PRODUCT #2184, 4/1 GAL	N/B	N/B	N/B	\$4.10 PU, \$16.40CS KIT, \$4.018 PU, \$15.07CS WHSE, GEN-1885PTC	N/B	N/B	N/B	\$14.66 PU, \$58.63CS KIT, #5365077	N/B	N/B	
Sani Tabs	100	6		50 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	0.0875 PU, \$52.50CS KIT, 0.0856 PU, \$51.50CS WHSE, VALUE #1561, 6/100CS	N/B	N/B	N/B	\$1.20 PU, \$60.00CS KIT, \$1.176 PU, \$56.80CS WHSE, DRK-90229, 50/1 OZ	N/B	N/B	N/B	\$5.22 PU, \$31.34CS KIT, #6826966	N/B	N/B	
Satin Shine, stainless steel cleaner, aerosol	17 oz	6		25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$5.4167 PU, \$32.50CS KIT, \$5.25 PU, \$31.50CS WHSE, CHASE PRODUCT #4111, 12/18OZCS	N/B	N/B	N/B	\$3.867 PU, \$22.00CS KIT, \$3.593 PU, \$21.50CS WHSE, CMC-C8234	N/B	N/B	N/B	\$3.01/CAN, KIT, #5153	\$4.53 PU, \$54.37CS KIT, #4196941	N/B	N/B
Solid Metal Pro	8#	4	#5426283	25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2.50 PU, \$90.00CS KIT, \$2.4722 PU, \$89.00CS WHSE, DALEY #404, 4WB/CS	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$20.67 PU, \$82.87CS KIT, #5476283	N/B	N/B	

Item Description	Unit Size	Pack Size	Brand/Code#	Estimated Quantity	Berkley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Sold Power Plus	9#	4	#913494	25 cases	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$2,4167 PU, \$87.00/CS KIT, \$2,3611 PU, \$85.00/CS WHSE, DALEY #423, 4/9#/CS	N/B	N/B	N/B	N/B	N/B	N/B	N/B	\$27.38 PU, \$69.52/CS KIT, #9265565	N/B	N/B
Window Cleaner	1 gal	4		25 cases	N/B	N/B	N/B	S.O., \$2.92 PU, \$11.88/CS KIT/WHSE, BOARDWA LK 4/1/GAL	N/B	N/B	N/B	\$5.00 PU, \$20.00/CS KIT, \$4.75 PU, \$19.00/CS WHSE, VALUE #2215, 4/1/GAL	N/B	N/B	N/B	\$3.00 PU, \$12.00/CS KIT, \$2.94 PU, \$11.76/CS WHSE, GEN- 3305PR	N/B	N/B	\$3.07/GAL, KIT, 1707045	\$4.25 PU, \$17.01/CS KIT, #8458828	N/B	N/B
8. Pizza, Cooked Fresh, Delivered to schools only	Unit Size	Case Count	Brand/Code#	Estimated Quantity	Berkley Farms	Bimbo Bakeries	Crystal Creamery	Danielsen	Daxwell	Daylight Foods	Domino's Pizza	Focus Packaging	Hayes	Monahan Paper Co.	National Food Group	P & R Paper Supply Co.	Producers Dairy Foods, Inc.	Pro Pacific Fresh	Randik	Sysco	Team Distribution	Trinity Fresh Distribution
Twice per week delivery (1st & 2nd lunch) at two (2) secondary sites: Williams Middle School & Monte Vista Middle School, AND once weekly delivery (once per day) at three (3) secondary sites: Stein, Willow & ICGG. Delivered at least 15 minutes before lunch service, AND Once per week delivery (two deliveries per site) at eleven (11) elementary schools: Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North, Post, South, Villalobos. Deliver two lunches per day: first delivery 15 minutes before lunch service, and second delivery 15 minutes after first lunch service has begun. Fresh Cooked Pizza Requirements * Pepperoni Pizza and Cheese Pizza * 14" Diameter * 8 cut * Whole grain crust - dough to meet the whole grain rich criteria as defined by the USDA. See attachment. * Both pizzas (pepperoni and cheese) to yield a 2 oz. grain and 2 oz. meat/meat alternate contribution. * Pizza to be made with mozzarella in the cheese blend, and reduced fat and low sodium pepperoni and low sodium tomato sauce. * Trans fat = 0 grams per serving. * Sat. Fat to be no more than 10% of total calories * Bids must be submitted with signed product formulation sheets for both pepperoni and cheese pizza. Must include nutrition facts label, list of allergens and list of ingredients. * Vegetable, grains and meat/meat alternate component contributions must be clearly indicated on the product formulation sheet. * Tracy Unified School District reserves the right to require formula changes throughout the 2014-2015 school year to meet the new USDA meal pattern requirements as they pertain to the Healthy Hunger Free Kids Act of 2010 or any other legislation affecting the meal pattern requirements. * All bidders must bid delivery to all sites in order to be considered responsive. Bid award will be based upon the sum total of all deliveries. * Include description of service with price.				22,300 pizzas	N/B	N/B	N/B	N/B	N/B	N/B	0.9375/SLICE, \$7.50/PIZZA	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B		



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 10, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2014-2015 School Year.**

BACKGROUND: Under the provisions of AB114, school districts must now provide any mental health services necessary for students with disabilities to receive FAPE or benefit from the special education program. Ms. Moore has a lengthy history with Tracy Unified School District (TUSD); and as a board certified behavior analyst and a licensed marriage, family therapist, presents unique skills to assist TUSD in developing programs to meet the mental health needs of District students, especially students with autism, as required by the new AB114.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with an Individual Education Program (IEP). TUSD is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the new AB114 regulations. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; 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: Expenses for this contract are billed at \$125.00 per hour. Total contract expenses will not exceed a total of \$75,000.00 from July 1, 2014 through June 30, 2015. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2014-2015 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Allyson Moore, 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 mental health evaluation as a licensed MFT and concurrent behavior analysis related to emotional needs for student and family.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 50 HOURS per month, under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 125.00 per HOUR, not to exceed a total of \$75,000.00. Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
 - b. District [] SHALL; [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 July 1, 2014, and shall terminate on June 30, 2015.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Dr. Janet Skulina (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

4

5/29/2014

Date

Consultant

Title

P.O. Box 189

Address

Mill Valley, CA

94942-0189

Signature, Tracy Unified School District

Name

Dr. Janet Skulina Director, Special Education

Title

01-6500-0-5750-1180-5800-800-2542

Account Number to be Charged

Budget Approval

Dr. Casey Goodall Asst. Superintendent, Business Services

Title

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 16, 2014
SUBJECT: **Approve Funding for Up to Three Tracy Unified School District (TUSD) Staff Members to Obtain their Board Certification in Behavior Analysis for the 2014-2015 Fiscal Year**

BACKGROUND: Under the provisions of AB114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Education (FAPE) or benefit from the special education program. The provision of the mental health services almost always includes behavior support for the students. The District does not employ any Board Certified Behavior Analysts (BCBA). Two long-time Tracy Unified School District staff, one behaviorist, Laura Blanchard and one mental health coordinator, Lisa Jones are eligible to obtain this certification. The District is in the process of identifying a possible third staff member to receive the training. In continuing to build Tracy Unified School District's (TUSD) capacity to provide behavioral and mental health services to students, the District's behavior specialist and mental health coordinators should have their BCBA. It is recommended that the Board approve funding for these specific staff members to enroll in an approved program and obtain their Board Certification in Behavior Analysis.

RATIONALE: School Services of California recommends building a district's own capacity to provide a variety of services rather than relying on outside providers. By utilizing the District's Special Education staff and increasing their skills, TUSD would be able to meet the behavioral needs of students in a fashion better than some of the contractors the District out sources to. The cost of funding instruction in behavior analysis for three staff members is far less than out sourcing for the same service. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: Expenses for this activity will not exceed a total of \$16,000 from July 1, 2014 through June 30, 2015. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542.

RECOMMENDATION: Approve Funding for Up to Three Tracy Unified School District (TUSD) Staff Members to Obtain their Board Certification in Behavior Analysis for the 2014-2015 Fiscal Year.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 12, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Counseling and More Restoration Center to Provide Intervention/Conflict Management Services and Parent Training 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 academic intervention and counseling support to Bohn students. Providing parent involvement and parent education activities are a requirement tied to receiving Title I funding.

RATIONALE: Counseling and More Restoration Center services were first utilized in 2013-2014. Staff at Bohn Elementary School wish to continue those services for the 2014-2015 academic year. A full-time intervention coordinator and part-time counselor will be on campus every day. The coordinator will work with staff and the part-time counselor to provide academic intervention services to students, as well as conflict management services as needed. The coordinator and part-time counselor will also serve as a liaison between the school and the families of the students they serve. In addition, Counseling and More Restoration Center will provide a 10-week parent education program, "The Parent Project," to provide families with the skills they need to support their students' academic success in the home. 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: Program costs are as follows: Intervention and conflict management services for students, not to exceed \$27,000.00; Parent Project (1 class, 10 sessions), not to exceed \$4,000.00. Total cost: \$31,000.00 to be paid out of site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Counseling and More restoration Center to Provide Intervention/Conflict Management Services and Parent Training at Louis Bohn Elementary School for the 2014-2015 School Year.

Prepared by: Tammy Christensen, Louis Bohn Elementary School Principal

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 Counseling and More Restoration Center, 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 academic intervention and conflict management services to students at a rate of \$18/hr. Provide Parent Project parent education classes, 10 sessions per class, at a rate not to exceed \$4,000/class.
2. Contractor will provide the above intervention service(s), as outlined in Paragraph 1, for a period of up to a total of 1,500 HOURS/DAY(s) (circle one), and Parent Project classes, as outlined in Paragraph 1 for a period of 10 HOURS/DAY(s) 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 \$18/hr. per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$27,000 for student intervention and conflict management services. District shall pay \$4,000 per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$4,000 for Parent Project parent education services. 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, Tammy 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.

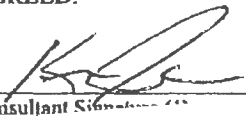
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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



Consultant Signature

Social Security Number or TIN number (2)
5/28/14

Date
President

Title
P.O. Box 1054

Address
Tracy, CA 95378

City/State/Zip
209.627.0232

Phone Number

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 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.

C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 24, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Bureau of Lectors to Provide Four Assemblies at South/West Park Elementary School during the 2014-2015 School Year**

BACKGROUND: South/West Park has brought in assemblies on diversity and science from Bureau of Lectors for the past several years. In recognition of this, the School Site Council at South/West Park Elementary School devoted a portion of the site budget for the 2014/2015 school year to allow assemblies for students. All Bureau of Lectors assemblies will foster a positive environment and encourage acceptance of differences among South/West Park students.

RATIONALE: Bureau of Lectors assemblies focus on fostering a positive environment for all students. The information presented in the assemblies for students will help develop a common language which will recognize the worth of others, develop tools for peaceful conflict resolution, and reinforce the Pillars of Character in peer interactions. These workshops support District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, 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: The cost for services will be \$1,600.00 of Site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Bureau of Lectors to Provide Four Assemblies at South/West Park Elementary School during the 2014-2015 School Year.

Prepared by: Ramona Soto, South/West Park Elementary School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

Contractor shall perform the following duties: Provide Four Assemblies at South/West Park Elementary during the 2014/2015 school year.

Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 days HOURS/DAY (s) FLAT RATE (circle one), under the terms of this agreement at the following location: South/West Park Elementary.

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

- a. District shall pay \$1,600 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$1,600. 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.

The terms of the agreement shall commence on August 11, 2014 and shall terminate on May 29, 2015.

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

Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.

Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.

District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

GREED:

Wm. Greed - Bureau & Lectures
Consultant Signature (1) 480813954
Social Security Number (2)/Tax ID # 5/23/14
Title DC - mgr
Address & Phone # 5200 Bob Billings PKWY #101
LAWRENCE KS 66204
800-255-0084

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

and 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.

note:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: May 30th, 2014
SUBJECT: **Approve Master Contract and Individual Services Agreement with Central Valley Training Center, NPS, for School Year 2014-2015**

BACKGROUND: At present, there are three Tracy Unified School District students attending Central Valley Training Center (CVTS), NPS. The number of students attending CVTC may vary at any given time. The IEP team for the students determined their needs could not be met in a public school placement at this time. Approval is necessary so that services specified on the IEP can be provided in a compliant manner.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the needs of these children. Based on the IEP, these students are being placed in a structured setting with a behavioral component not available in the public setting. This request supports 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: Contract expenses for these students for the 2014-2015 school year with per diem costs include 180 days of basic education at \$86.38 per day, and 30 days of extended school year at \$86.38 per day. The total for all students is \$43,362.76. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

Contract expenses for the 2014-2015 school year, for all three students, will not exceed \$43,362.76.

RECOMMENDATION: Approve Master Contract and Individual Services Agreement with Central Valley Training Center, NPS, for School Year 2014-2015.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: June 11, 2014
SUBJECT: Approve the Spring 2013-2014 Consolidated Application for the Tracy Unified School District

BACKGROUND: Each year, the District is required to submit to the State Department of Education a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally-funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners). The Spring 2013-2014 Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Site Plans containing specific goals, programs, and budgets are submitted to the School Board for approval.

RATIONALE: State law requires local Governing Board approval. This agenda item 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; District Strategic Goal # 5: Continuously improve fiscal, facilities and operational processes; and District Strategic Goal # 7: Develop and utilize partnerships to achieve District goals. The Spring 2013-2014 Consolidated Application form is under separate cover.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve the Spring 2013-2014 Consolidated Application for the Tracy Unified School District

Prepared by: Linda Dopp, Director of Alternative Programs

2014-15 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca14asstoc.asp>

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/cal/>.

State Board of Education approval date	7/11/2003
LEA Plan Web page	www.tracy.k12.ca.us

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Linda Boragno-Dopp
Authorized Representative's Signature	
Authorized Representative's Title	Director, Alternative Programs
Authorized Representative Signature Date	06/02/2014

2014-15 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Linda Boragno-Dopp
Authorized Representative Title	Director, Alternative Programs
Authorized Representative Signature Date	06/02/2014
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

2014-15 Application for Funding**CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/24/2014
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Sandeep Garewal
DELAC review date	05/20/2014
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes. If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091 With continued participation in the Economic Impact Aid program the LEA is agreeing to comply with the assurance posted at http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp .	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality)	Yes

2014-15 Application for Funding**CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 2101 SACS 4035	
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	No
Title III Part A LEP ESEA Sec. 3102 SACS 4203	Yes

2014-15 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2014-15 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: June 17, 2014
SUBJECT: Approve Agreement for Special Contract Services with Fresno County Office of Education Cyber High Use License and Service Agreement for the 2014-2015 School Year

BACKGROUND: Beginning in 2008, Tracy Unified School District (TUSD) has partnered with the Fresno County Office of Education to access online credit recovery courses for high school students in need of making up failed courses. This program has supported students at Duncan Russell, George and Evelyn Stein as well as the three District comprehensive high schools. Courses are available to students during the school year and through summer school. The cost of each course has been \$60.00 per five credit course. TUSD teachers supervise the classes, however, the grades and credits are issued from Fresno County Office of Education and only courses which meet a-g requirements of the University of California are authorized in the District.

RATIONALE: Over the past six years, use of Cyber High for credit recovery has increased significantly. This program has greatly enabled students to accelerate the completion of credits to meet the graduation requirement in a timely fashion. During the 2012-13 school year, the cost for Cyber High courses alone cost the District approximately \$120,000.00. Aware of the consistent and high demand of the program, Fresno County Office of Education has made an adjustment to the pricing plan and is offering TUSD the opportunity to have unlimited access to Cyber High courses for a flat rate of \$41,912.00 for the 2014-15 school year. This will allow the District to consider additional ways of offering students access to Cyber High courses in the fall. 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 identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The cost of this contract is \$41,912.00. This cost will be provided by the District Local Control and Accountability Plan (LCAP) funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Fresno County Office of Education Cyber High Use License and Service Agreement for the 2014-2015 School Year.

Prepared by: Linda Dopp, Director of Alternative Programs

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

2014-15

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Fresno County Office of Education CyberHigh, 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 unlimited CyberHigh Courses and access to all curriculum, Professional Development Training on CyberHigh, Student Transcripts, and Client User Support for the 2014-2015 school year.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 year () [] HOURS [] 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 \$41,912.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$41,912.00 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 July 1, 2014, and shall terminate on June 30, 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 x 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:

Richard Martin
Consultant Signature (1)
06/13/14
Social Security Number (2)
Deputy Superintendent
Title
1111 Van Ness Ave
Address
Fresno, CA 93721

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: June 11, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Scholastic Inc. for Management Team Training Provided by the International Center for Leadership in Education for the 2014-2015 School Year**

BACKGROUND: Founded in 1991, the International Center for Leadership in Education has a wealth of experience in assisting schools and districts in implementing organizational changes that translate into world-class curriculum, instruction, and assessment systems. International Center consultants share their expertise in the management of change, achieving high standards, and curriculum development.

The International Center's work is based on the premise that students are living in a world that is changing dramatically and the education system needs to adapt to those changes in order to prepare students for the world in which they will live and work. The International Center has been instrumental in the development of a reservoir of resources and methodologies to support schools and districts in their efforts towards implementation of the Common Core State Standards (CCSS). During the past few years, Tracy Unified School District has embraced the philosophy of International Center for Leadership in Education. An awareness of the Rigor and Relevance Framework which they authored has become the foundation for teachers and administrators in the District to better understand the goals of the new CCSS.

RATIONALE: Beginning in the 2012-2013 school year, a strategic plan for informing all stakeholders of TUSD on the intent and purpose of the new CCSS has unfolded. Many training sessions were provided to administrators, teacher leaders, teachers, parents and Board Members to support the educational changes that are evolving with this educational shift. This work has continued over the school year and educational changes are beginning to take place in many classrooms across the District. The 2014-15 school year will require full implementation of Common Core State Standards.

In August 2013, the International Center for Leadership in Education provided two days of training to District Management Team and a representative group of teacher leaders from TUSD. The response of attendees to this training was very positive and as a result,

school site leaders took a more active role in informing their staff of CCSS implementation requirements and expectations.

In order to continue this work, the District is requesting an opportunity to contract with the International Center for Leadership in Education to provide a two day follow up training for District Management Team and teacher leaders which will focus on “The Changing Role and Practice of School Leadership in the CCSS Era.” 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; 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: District Categorical funding, Title II- Teacher Quality, will cover these costs. The total amount paid to the International Center for Leadership in Education will not exceed \$19,600.00 for the two day training.

RECOMMENDATION: Approve Agreement for Special Contract Services with Scholastic Inc. for Management Team Training Provided by the International Center for Leadership in Education for the 2014-2015 School Year.

Prepared by: Linda 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 ~~International Center for Leadership in Education, Inc.~~ Scholastic, Inc. hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

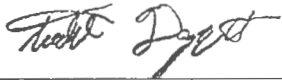
1. Contractor shall perform the following duties: Provide two presenters/facilitators for both of the Management Team Training Days, July 31, 2014 and August 1, 2014. A keynote presentation will be made on each of the days by Sue Gendron. Both presenters will facilitate two follow-up workshops each day which will focus on the "Changing Role and Practice of School Leadership in the CCSS Era."
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Two () ☐ HOURS ☒ 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 \$ 19,600.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 19,600.00. 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 July 30, 2014, and shall terminate on December 31, 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, Dr. Sheila Harrison at (209) 830-3200 Ext. 1010 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:



Consultant-Signature (1)

Tracy Unified School District

Social Security Number (2) Tax ID

Date

Vice President

Title

Account Number to be Charged:

PO Box 7502

Address

Department/Site Approval

Jefferson City, MO

Budget Approval

95376

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.

SERVICES AGREEMENT

This Agreement (the "Agreement") dated as of June 13, 2014 (the "Effective Date"), between Scholastic Inc., a New York corporation located at 557 Broadway, New York, New York 10012 ("Scholastic") and Tracy Unified School District located at 1875 W. Lowell Ave., Tracy, CA 95376 (the "District") (together, the "parties").

WHEREAS, the District desires to purchase certain services as described in Exhibit A; and

WHEREAS, Scholastic desires to perform the Services, in consideration for the Fees;

NOW THEREFORE, the Parties hereby agree as follows:

1. **Services.** (i) Subject to the payment of the Fees (as defined herein), Scholastic shall provide the training and support services as set forth in the proposal attached hereto and incorporated herein as Exhibit A (the "Services").

(ii) The Services are provided on the basis of an eight (8) hour day. Any cancellations or rescheduling of Services by the District must be done with no less than five (5) business days' notice, or the District will be charged for the cancelled day. Unless otherwise agreed upon in writing, all services must be delivered within twenty-four (24) months of purchase.

2. **Fees.** The District agrees to pay for the Services a total purchase price of Nineteen Thousand Six Hundred Dollars (\$19,600) as set forth in Exhibit A (the "Fees"). All invoices shall be paid within sixty (60) days of receipt. If such payments are not made within sixty (60) days, Scholastic may terminate this Agreement upon thirty (30) days prior written notice of such breach, unless such breach is promptly cured.

3. **Term.** With respect to the Services specified in Paragraph 1 above, the term shall be from the Effective Date through December 31, 2014.

4. **Waiver.** The failure of either party at any time to require performance by the other of any provision of this Agreement will in no way affect the full right to require such performance at any time thereafter. Nor will the waiver by either party of a breach of any provision hereof be construed as a waiver of any succeeding breach of that provision.

5. **Notices.** All notices hereunder will be in writing and will be effective upon delivery, upon deposit in the U.S. Mail if sent by certified or registered mail, return receipt requested, with proper postage affixed, or sent by overnight courier and, if sent to District, at the address in the first paragraph of this Agreement. If notice is to Scholastic, at the address specified below:

Scholastic Inc.
524 Broadway
New York, NY 10012
Attention: Beth Polcari

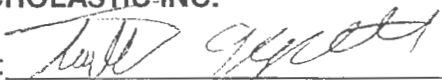
With a copy to:
Scholastic Inc.
557 Broadway
New York, NY 10012
Attention: Executive Vice President and General Counsel

6. **Intellectual Property Rights.** The District acknowledges and agrees that all right, title, and interest in and to the Services and any and all related training materials, documentation and other material, including associated intellectual property rights, are and shall remain with Scholastic and/or its licensors. The District agrees that any material that may be created pursuant to this Agreement is the exclusive property of Scholastic and all right, title and interest therein, including all intellectual property rights such as copyright, shall automatically vest in Scholastic.
7. **Assignment.** The District shall not assign or transfer this Agreement to any person, firm, corporation, or any other entity, without the prior written consent of Scholastic.
8. **Third Parties.** Nothing in this Agreement, express or implied, is intended or will be construed to confer upon or give to any person, firm, corporation or any other entity other than the parties hereto any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, all of which will be for the sole and exclusive benefit of the parties hereto.
9. **Headings and Survival.** The headings of the paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, are of no binding effect, and in no respect define, limit or describe the scope of this Agreement or the intent of any paragraph herein. Sections 2 and 6-8 shall survive termination or expiration of this Agreement.
10. **Relationship of the Parties.** It is acknowledged and agreed that each party is a separately established entity, and that no party is the partner or legal representative of the other, nor does any party have the authority to bind the others to any legal obligation.
11. **Termination.** This Agreement may be terminated by either party at any time upon breach or alleged breach of any material term or provision of this Agreement by the other which is not cured within thirty (30) days after written notice of such breach or alleged breach is given.
12. **Full Agreement.** This Agreement, together with the Hosting Services Terms and Conditions accepted by the District in connection with any hosting services it may purchase, constitutes the entire understanding and agreement between the parties concerning the subject matter herein, and supersedes all prior agreements or representations, oral or written. No amendment or modification of this Agreement will be effective unless in writing and signed by both parties.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard for its choice of law principles. The parties agree to submit to

the exclusive jurisdiction of the courts in the State of New York for any disputes or claims arising from or in connection with this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

SCHOLASTIC-INC.

By: 

Printed Name: Todd Deyson

Title: V.P. General Manager

TRACY UNIFIED SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
Services Description and Fees



Scholastic, Inc.
P.O. Box 7502, Jefferson City, MO 65101

Date: June 5, 2014

Quotation prepared by: Lindsay Kaufman

To: Linda Dopp & Sheila Harrison
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Qty	ISBN	Description	Unit Price	Line Total
2	0-545-44557-4	Keynote Presentation at Summer Management Training - Two full-days with one keynoter on July 31-August 1, 2014	\$ 6,000.00	\$ 12,000.00
2	0-545-44559-0	Professional Learning Workshops at Summer Management Training - Two full-days with one consultant on July 31-August 1, 2014	\$ 3,800.00	\$ 7,600.00
			Total Cost	\$ 19,600.00

Thank you for your partnership!

518.723.2064 (phone) 518.399.7607 (fax)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 10, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Counseling and More (CAM) to work with students at Jacobson Elementary School for the 2014-2015 School Year**

BACKGROUND: Counseling and More Restoration Center (CAM), formerly known as Peacemakers, has been very successful working with students at several Tracy Unified School District schools. As the prevention of bullying and improving student behavior continue to remain a focus, the staff at Jacobson would like to continue the services of CAM to provide daily support to students on campus in the area of decision making and discipline, conflict resolution, and, if needed, tutoring.

RATIONALE: Jacobson Elementary School is a school-wide Title I school. Last year, CAM began to work with the at risk students beginning in January. Many students needed and utilized this service. Starting services at the beginning of the year will benefit those students in need of counseling, especially since they will be adjusting to a new learning environment. Site goal 2b.17 states: Therapy program for students struggling with home or school issues. This contract also supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, 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: CAM training will be funded through Site Categorical Funds – Title 1 and EIA. Total not to exceed \$8,100.00

RECOMMENDATION: Approve Agreement for Special Contract Services with Counseling and More Restoration Center (CAM) to work with students at Jacobson Elementary School for the 2014-2015 School Year.

Prepared by: Mrs. Cindy Sasser, Principal, Jacobson Elementary School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

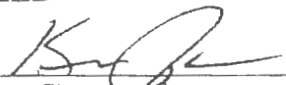
This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Counseling and More Restoration Center, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein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

1. Contractor shall perform the following duties: The Counseling and More program will provide daily support to students on the Jacobson campus in the areas of decision making and discipline, conflict resolution, and tutoring. The trained mentor will work with students Monday through Friday.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Monday (2 ½ hours), Tuesday through Friday from 12:00-2:30 () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Jacobson 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 \$ 8,100.00 HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$8,100.00. 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 [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 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 day's written notice.
6. Contractor shall contact the District's designee, Cindy Sasser at (209) 830-3315 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)

6/10/14

Date

President

Title

P.O. Box 1054

Address

TRACY, CA 95378

209.627.0232

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.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 13, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Joey Feith to Provide Training for Physical Education Teachers on January 9, 2015 and May 1, 2015 Staff Development Buy Back Days**

BACKGROUND: The Joint TUSD-TEA Professional Development Committee identified digital literacy as a key area in need of ongoing professional development.

RATIONALE: Joey Feith is an authority on digital literacy and technology integration in physical education. Mr. Feith will provide the following professional development activities at the District:

- (1) Teacher workshop during January 9, 2015 Staff Development Buy Back Day: *PE 2.0: Integrating Technology in Your Teaching*.
- (2) Teacher workshop during May 31, 2015 Staff Development Buy Back Day: *Social Media for Professional Development*.

This Agenda item meets District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: The total expected cost is \$5,000 including travel expenses. The cost will be paid through Common Core Implementation Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Joey Feith to Provide Training for Physical Education Teachers on January 9, 2015 and May 1, 2015 Staff Development Buy Back Days.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. L. well Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Joey Feith, 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) January 9, 2015 Buy Back Day Workshop: PE2.0: Integrating Technology into Your Teaching (6 hours)
(2) May 1, 2015 Buy Back Day Workshop: Social Media for Professional Development (6 hours)
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 () ☐ 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 \$ 1,500.00 per ☐ HOUR ☒ DAY ☐ FLAT RATE, not to exceed a total of \$ 3,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☒ SHALL; ☐ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district 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 \$ 2,000.00 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 25, 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

4397 Grand Boulevard (apts)

Address

Montreal, Quebec, Canada

H4B 2X7

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 for Educational Services and Human Resources
DATE: June 24, 2014
SUBJECT: Approve Agreement for Special Contract Services with Counseling and More Restoration Center (CAM) to work with EL Students and Ninth Grade Students at John C. Kimball High School for the 2014 – 2015 School Year

BACKGROUND: Counseling and More Restoration Center (CAM), formerly known as Peacemakers, has been successful working with students at Middle Schools in Tracy Unified School District. Many of those students now attend John C. Kimball High School. Staff at Kimball High School wishes to ensure the continued success of these students and to provide the same resources to Kimball second language learners, as well as the ninth grade students transitioning to high school. The services are to include counseling and after school tutoring for these students.

RATIONALE: EL Students and Ninth Grade students require support in order to meet their educational goals. By providing counseling services that take place during the school day and tutoring after school, students who are exhibiting negative or disruptive behaviors or who are failing to meet their educational goals, have access to counseling services to assist them. In addition, Counseling and More Restoration Center (CAM) will provide outreach to the families of the students they serve; thus, increasing participation of the Kimball Spanish speaking families in the educational process of their students. 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: Counseling and More Restoration Center (CAM) will be funded from Site and Targeted Funds. The total amount to be paid will not exceed \$18,000.

RECOMMENDATION: Approve Agreement for Special Contract Services with Counseling and More Restoration Center (CAM) to work with EL Students and Ninth Grade Students at John C. Kimball High School for the 2014 – 2015 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

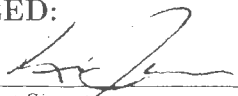
This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Counseling and More Restoration Center**, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor,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

1. Contractor shall perform the following duties: **Provide counseling interventions and assessments to EL and Ninth grade underperforming students during the 2014/2015 school year**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Six (6)/day **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location: **John C. Kimball High School**.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 18.00 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 18,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [☒] MONTHLY PROGRESS BASIS, [☒] 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 July 1, 2014, and shall terminate on June 30, 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, Cheryl Domenichelli at (209) 832-6600 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's

Social Security Number (or Tax ID #)

Date

Title

Address & Phone #

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 10, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Point Break Adolescent Resources to Provide Counseling and Other Services to Students as needed for the 2014-2015 School Year**

BACKGROUND: The Prevention Services Office coordinates the Student Assistant Program (SAP) which includes prevention and early intervention services, mandatory counseling for students charged with a substance abuse violation, anger management counseling for student referred by DRB or individual sites, unauthorized group awareness counseling for students becoming gang-involved and individual on-site gang intervention at the three high schools. Every year, approximately 150-200 students are mandated to attend one of the intervention group counseling programs. Over 100 students are seen for individual counseling and/or crisis-intervention during the school year.

RATIONALE: Students suspended or expelled for substance abuse violations, fighting and/or gang involvement are frequently mandated to attend counseling. Point Break Adolescent Resources offers a variety of services including substance abuse counseling, anger management counseling, unauthorized group awareness counseling, on-site gang intervention services, middle school life skills counseling and individual counseling and support. This request 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: Fees for services are \$1200 per month. The total expected cost for the 2014/2015 school year is \$11,400 as the services will begin mid-August. The fees for counseling services will be paid through General Funds. All Point Break workshops and assemblies are provided at no additional cost to the District. The workshops and assemblies will be presented during the school year at individual school sites.

RECOMMENDATION: Approve Agreement for Special Contract Services with Point Break Adolescent Resources to Provide Counseling and Other Services to Students as needed 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 Point Break Adolescent Resources, 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: Psych educational individual and group counseling for students referred through the District Disciplinary Review Board or Site Administration for mandatory substance abuse counseling, anger management counseling, gang awareness and intervention services, individual counseling, workshops and assemblies and other special needs.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 9 months and 3 weeks 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 \$1,200 per HOURLY/DAY/MONTH (circle one), not to exceed a total of \$11,400.00. 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 \$ 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) 880-8218 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:

Joel Wurgler

Consultant Signature (1)

914-70-8187

Social Security Number (2)

Executive Director

Title

1102 N. School Ave.

Address

Stockton, Ca. 95205

Tracy Unified School District

Date

Account Number to be Charged:

01-0000-0-1110-2100-5800-800-2402

Prevention Services Office

Department/Site Approval

Joan 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 : June 11, 2014
SUBJECT: **Approve 2014-2015 Preliminary School Plans and Site Categorical Budgets for 2014-2015**

BACKGROUND: Each school site is required to develop a school plan which evaluates the progress toward meeting the goals for that year, establishes goals for the following year, and develops a budget to support the successful implementation of the goals. Each school has submitted a Preliminary School Site Plan for 2014-2015 which indicates some of the activities to be funded with Site and Categorical funds. The first step in the school plan process is the development and submission of a preliminary budget to the Board for approval. Much of the evaluation of this year's goals and the possible need to refine next year's goals is based upon assessment data that is not yet available to the sites; therefore, sites will be submitting a detailed School Plan in the Fall. This will include an analysis of their 2013-2014 assessment data. Based upon an analysis of the data, there may be some modifications to the school goals and budgets contained in this proposed budget. Schools will be presenting modified budgets with their school plan submitted in the Fall of 2014.

RATIONALE: State law requires local Governing Board approval of budgets prior to the spending of funds. 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 # 5: Continuously improve fiscal, facilities and operational processes.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve 2014-2015 Preliminary School Plans and Site Categorical Budgets for 2014-2015.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Services
DATE: June 10, 2014
SUBJECT: **Approve Contract with ProCare Therapy, Inc., Sign Language Interpreting Services**

BACKGROUND: Special education students may require specialized instruction and support from outside service providers. ProCare will provide certified sign interpreter services to one student at Tracy High School. Approval is necessary so that services specified on the Individual Education Program (IEP) can be provided in a compliant manner.

RATIONALE: A student with disabilities must be given access to the general curriculum to the maximum extent appropriate; this may include sign interpretation for deaf or hard-of-hearing students. The District does not have state certified sign interpreters employed to support student access to general or special education curriculum. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; 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: Expenses for this contract are billed at \$60.00 per hour to provide certified sign interpreter support to the student. Total contract expenses will not exceed \$70,980.00 from July 1, 2014 through June 30, 2015. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Contract with ProCare Therapy, Inc., Sign Language Interpreting Services.

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

CLIENT SERVICES AGREEMENT



ProCare Therapy (hereafter referred to as "ProCare"), and

Tracy Unified School District

(Client Name)

whose location is

1875 West Lowell Avenue

(Street Address)

Tracy, CA 95376

(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Healthcare Professionals ("HCPs") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. **Scope of Services.** ProCare will use its commercially reasonable efforts to provide HCPs for assignment with Client. ProCare will be responsible for payment of each HCP's wages and applicable payroll taxes, deductions, and insurance, including workers compensation, general liability and professional liability coverage for the benefit of the HCPs. If a HCP is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.
2. **Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each HCP shall be an employee of ProCare and that no qualified HCP shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified HCP placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.
3. **Insurance.** ProCare will maintain Worker's Compensation and Employer Liability insurance in accordance with state regulations. General Liability insurance will be maintained at a minimum level of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Excess liability insurance will be maintained at a minimum level of five million dollars (\$5,000,000) per occurrence/aggregate. Professional Liability insurance will be maintained at a minimum level of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
4. **Competency.** ProCare will conduct comprehensive pre-employment screening to provide licensed HCPs who meet applicable professional standards. ProCare will endeavor to present only HCPs who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate HCP records that ProCare may permissibly disclose (e.g. skills checklist(s), work history, etc.) and will facilitate an interview between Client and HCP in order to assist Client in the hiring decision.
5. **On-Site Responsibility.** Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the HCP to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the HCP's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the HCP's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each HCP's compliance with health and safety requirements, including those instituted by Client.
6. **Employment of HCPs.** Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any HCP introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers HCP to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the HCP's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.
7. **Equal Opportunity.** It is the policy of ProCare to provide equal opportunity to all HCPs for employment. ProCare and Client will screen based on merit only. All HCPs will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.
8. **Payment Terms.** Client will be billed on a weekly basis for all services provided during the previous week. Payment is due upon receipt of invoice.

CLIENT SERVICES AGREEMENT



9. **Default Charges:** Invoices shall be considered Past Due thirty (30) days from date of invoice and begin to incur the applicable default charge of one and one-half percent (1 1/2%) per month based on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. ProCare reserves the right, at its option, to discontinue any extension of credit.

*Client to
complete
billing
information*

Client Name: _____
Billing Address: _____
City, State, Zip: _____
Attention: _____
Telephone: _____

10. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.
11. **Administrative Responsibilities.** Client shall be responsible for orienting HCP to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should HCP fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by HCP. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the HCP. Failure to notify ProCare prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by HCP.
12. **Incident and Error Tracking.** Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare employees. ProCare will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.
13. **Reporting of Work-Related Injuries.** Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's HCP has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected HCP will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. HCP shall also report work-place injury, incident or exposure to ProCare concurrently with Client. If ProCare's HCPs are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's HCP.
14. **Termination with Cause.** If Client requests removal of HCP due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice is required within forty-eight (48) hours including all supporting documentation specifying the reasons and facts of the termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's HCPs are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 12 of this agreement. ProCare shall have seventy-two (72) hours to refill the position in the event of termination with cause.



CLIENT SERVICES AGREEMENT

15. **Termination without Cause.** Client may cancel an assignment with fourteen (14) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 14-day period of notice. In the event Client is unable to provide fourteen (14) days notice of termination, Client will be billed for fourteen (14) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.
16. **Guaranteed Minimum Hours.** Client agrees to provide HCP the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.
17. **Unscheduled Facility Closure Policy.** ProCare will incur fixed expenses over the entire course of an HCP's contract assignment with Client related to the HCP's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in an HCP's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected HCP's services at the reduced rate of \$100/day for each day that the HCP(s) is unable to work by virtue of such Unscheduled Closure.
18. **Multiple Locations.** If client requires HCP to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.
19. **Issue Resolution.** In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 888-899-1331. Please ask for your account representative's manager.
20. **Indemnification.** Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.
21. **Confidentiality.** Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.
22. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
23. **Governing Law.** This Agreement shall be governed by the laws of the state of California.
24. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

SIGNATURE BLOCK ON FOLLOWING PAGE

CLIENT SERVICES AGREEMENT



This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.
(Please return all pages of this Client Services Agreement)

Tracy Unified School District

Client Name

Client Representative Signature

Janet A Skulina

Print Name

Director of SPED

Title

5/29/14

Date

PROCARE THERAPY, INC

ProCare Representative Signature

Print Name

Sarah Meyer
Director of Educational Resources

Title

5/28/14

Date

ADDENDUM A



Assignment Confirmation – Client

This Assignment Confirmation is entered into on May 20, 2014 and supplements the Client Services Agreement between Tracy Unified School District and ProCare Therapy.

ProCare Employee

Sarah Ferrell, herein after referred to as HCP, has been placed with Tracy Unified School District. HCP is scheduled to begin work for Client on August 11, 2014 subject to the status of the credentialing process and licensure and to complete the assignment May 29, 2015.

Assignment Details

Client will pay ProCare for hours worked by HCP on the following terms:

Position:	Sign language interpreter
Position Details:	Full-time
Bill Rate:	\$60 per hour
Minimum Hours:	31 hours per week (pending the student's attendance)
Overtime Rate:	1.5 times Bill Rate
Holiday Rate:	1.5 times Bill Rate
Billing Workweek:	Monday – Sunday
Miscellaneous:	<p>a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.</p> <p>b) If ProCare HCP should be required to travel to other locations at the specific request of the Client, the Client will be responsible for mileage reimbursement.</p> <p>c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any HCP introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers HCP to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the HCP's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.</p>

INVOICES

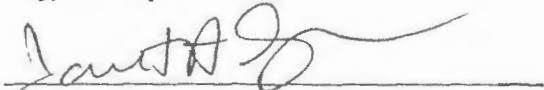
All invoices pursuant to this Assignment Confirmation will be mailed to: *(please verify)*

Contact Name:

Organization Name:

Address:

City, State Zip:



Client Signature

Janet Skuliner

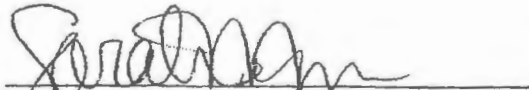
Print Name

Director, Special Education

Title

568114

Date



ProCare Representative Signature

Sarah Meyer

Enter Name of Client Recruiter

Director of Educational Resources

Title

5/28/14

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 6, 2014
SUBJECT: Ratify Contract with The Speech Pathology Group, Inc. for Extended School Year (ESY) for the 2013-14 School Year

BACKGROUND: Special Education students may require Language, Speech and Hearing (LSH) services as part of their Individual Education Plan (IEP) during Extended School Year (ESY). In the past, the District has contracted with The Speech Pathology Group, Inc. when the District needed SLP coverage for ESY. We would like to contract with this company in order to continue providing Language, Speech & Hearing (LSH) services to the special education students in the Tracy Unified School District. Ratification is necessary so that services specified in the IEP can be provided in a compliant manner.

RATIONALE: A school district must provide designated instructional services in order for a child to benefit from his/her special education program. Speech therapy is a designated instructional service. This request supports District Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Total contract expenses will not exceed \$7,500 for Extended School Year (ESY). Nonpublic agency expenses are budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with The Speech Pathology Group, Inc. for Extended School Year (ESY) for the 2013-14 School Year.

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

The Speech Pathology Group, Inc.

2021 Ygnacio Valley Rd, C-103

Walnut Creek, CA 94598

Ph (925) 945-1474

Fx: (925) 945-1768

**AGREEMENT BETWEEN
TRACY UNIFIED SCHOOL DISTRICT
AND
THE SPEECH PATHOLOGY GROUP, INC.**

THIS AGREEMENT is effective June 9, 2014 by and between the Tracy Unified School District (hereinafter "District") and The Speech Pathology Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services:

- a. Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
- b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. **Compensation & Terms for Payment:** Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than twenty (20) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. **Contract Term and Termination:** This Agreement will become effective on June 9, 2014. This Agreement will terminate upon the completion of the Services (as stated in addendum A) or when terminated as set forth below.

- a. Either party may terminate this Agreement at any time by giving thirty (30) business days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's Director or Clinical Manager. As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees. The Contractor will inform its' employees of changes or cancellations to the contract. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. **Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
Phone: (209) 830-3200
Fax: (209) 830-3204

CONTRACTOR

The Speech Pathology Group, Inc.
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone: (925) 945-1474
Fax: (925) 945-1768
Tax ID#94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 30-day notice of termination. Contractor does request that employees provide a minimum of 30-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Therapist due to resignation of Contracted Therapist or Contracted Therapist is not able to provide services for any reason. However, Contractor will use all efforts to replace the Speech-Language Therapist, if one is available in the area.
- Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
 - Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
 - Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.
6. **Management of Speech Pathology Group Staff:** Each employee of Contractor is assigned a Clinical Manager. The Clinical Manager is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Manager may make site visits and/or provide Service Coverage for a contracted therapist that is ill or may have excessive absences. Clinical Management services to be provided within contracted hours for assigned therapist as designated in Addendum A.
7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.
8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.
- The California Speech-Language Pathology and Audiology Board, a division of the California Department of Consumer Affairs, maintains finger print clearance for all licensed therapists. If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.
9. **Caseload Maximum:** Contractor agrees to a maximum caseload of 55 students for each full time therapist and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or

preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

10. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
11. **Indemnification:**
 - a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
 - b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.
12. **Ownership of Designs and Plans:** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
13. **Non-Compete:** During the term of this Agreement and for the immediate twelve calendar months following termination of this Agreement, the Tracy Unified School District shall not hire, nor solicit for hire, either directly or indirectly, as an employee or contractor, any of the contractor's employees, independent contractors, agents or sub-contractor in the field of speech pathology who have rendered speech pathology services to the District/Facility on behalf of the Contractor. In addition, the District/Facility also agrees and warrants paying Contractor 50% of the therapist's annual income upon employment with the District/Facility should there be a breach in this section of the Agreement.
14. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be hand written.
15. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
16. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
17. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Time for Site Specific Trainings/Requirements:** District agrees to compensate Contractor, for time spent by Contractor's employee, for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required

procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendum A will require prior approval from District/Facility designee.

19. **List of Services to be Performed by Contractor:** Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

District will provide contracted therapist with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

20. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted services will be provided and caseload demands will be met, by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on June 9, 2014, and terminates on July 7, 2014, unless sooner terminated as provided herein.

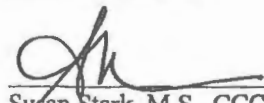
DISTRICT


Name and Title of Authorized Representative

Janet Skulnik, Director of SPED
Signature

5-30-14
Date

CONTRACTOR


Susan Stark, M.S., CCC-SLP
President

5/22/14
Date

The Speech Pathology Group, Inc.

Tracy Unified School District 2014-2015	Addendum A	As of: 5/29/2014
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School Based Speech Language Therapists

SPG Therapist	Site	Dates of Service	Hours per Day	Days per Week	Hours per Week	Notes	Rate	Total Contract
ESY Services 2014							\$75/\$80	
Swirsky, Darlene	TBD	6/9/14-6/30/14	5	5	25		\$75.00	6,000.00
Swirsky, Darlene	TBD	7/1/14-7/7/14	5	5	25		\$75.00	1,500.00
							Total ESY Services 2014: \$ 7,500.00	

Fall/Spring School Based Services

							Total Fall/Spring Projection: \$ -	

Individual Service Agreements

Student	Service	Dates	Site	Hours	Therapist	Notes	\$125	
							Total ISAs: \$ -	

The Speech Pathology Group, Inc. utilizes a Professional Work Week.

Contractor agrees to provide services within the contracted hours per week, as set forth above.

Daily hours may flex pending caseload requirements (i.e. IEP meetings, parent conferences, SST meetings, etc.).

Caseload requirements: For FT therapist, caseloads are not to exceed 55 students in a week.

Caseloads consisting of SH, AC, or Preschool students are not to exceed 40 students in a week.

Total Projection: \$ 7,500.00

Susan Stark, M.S., CCC-SLP
President

Date

5/29/14

Name and Title
Tracy Unified School District

Date

5-30-14



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: June 24, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Counseling And More Restoration Center (CAM) to Provide Counseling at South/West Park School for the 2014-2015 School Year**

BACKGROUND: As part of the South/West Park Elementary School Plan Evaluation this year, the school administration determined that there is a critical need for counseling services at South/West Park School. The School Site Council approved a total of \$17,000 of Title I funds to be used to provide counseling at South/West Park School during the 2014-2015 school year.

RATIONALE: We are requesting the counseling services of Counseling And More Restoration Center (CAM). The counselors will provide up to 680 hours of counseling services. They 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. Counseling And More Restoration Center (CAM) is able to provide these services in both Spanish and English. 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 \$17,000 and will be paid with Site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Counseling And More Restoration Center (CAM) to Provide Counseling at South/West Park School for the 2014-2015 School Year.

Prepared by: Ramona Soto, South/West Park School Principal

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 Counseling And More Restoration Center (CAM), 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 South/West Park School for the 2014-2015 School Year.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of _____ (680) HOURS DAY(s) (circle one), under the terms of this agreement at the following location 501 W. Mt. Oso, 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 \$ 25 per HOURLY / DAY / FLAT RATE (circle one), not to exceed a total of \$17,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging 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 [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 "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, Ramona Soto at (209) 830-3335 with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

 _____ Consultant Signature (1)	_____ Tracy Unified School District
_____ Social Security Number or TIN number (2)	_____ Date
<u>June 2, 2014</u> _____ Date	_____ Title
<u>President</u> _____ Title	_____ Account Number to be charged
<u>P.O. Box 1054</u> _____ Address	_____ Department/Site Approval
<u>TRACY, CA 95378</u> _____ City/State/Zip	_____ Budget Approval
<u>209. 627. 0232</u> _____ Phone Number	_____ 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 Borejko Page 2 03/10/1998



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 24, 2014
SUBJECT: Approve Agreement for Special Contract Services with Counseling And More Restoration Center (CAM) to provide a Parent Liaison and Parent Project Workshops at South/West Park School during the 2014-2015 School Year

BACKGROUND: As part of the South/West Park Elementary School Plan Evaluation this year, the school administration determined that there is a critical need for a Parent Liaison at South/West Park School to support families in helping with student attendance and school performance. The School Site Council approved a total of \$3,060 to be used to provide a Parent Liaison, and a total of \$4,290 for Parent Project, a parent training that targets at risk students using behavior modification as a basis for change during the 2014-2015 school year.

RATIONALE: In order to continue focusing on school attendance and academic performance, South/West Park School will be contracting with Counseling And More Restoration Center (CAM) to provide an official Parent Liaison to help with communication between the school and our students' homes. We have found it to be challenging to communicate with some of our families regarding students' achievement or behavior during the school day and this provides us an opportunity to go to their homes and make consistent contact with those families. South/West Park will also provide parent trainings (Spanish) to provide assistance with specific strategies and support systems to assist parents in helping their children attend school and be academically successful. There will be incentives provided to parents for participating. 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: The total cost of this program is \$7,350 and will be paid with Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Counseling And More Restoration Center (CAM) to provide a Parent Liaison and Parent Project Workshops at South/West Park School during the 2014-2015 School Year.

Prepared by: Ramona Soto, South/West Park School Principal

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 Counseling And More Restoration Center (CAM), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:


1. Contractor shall perform the following duties: Provide a parent liaison and Parent Project Workshops at South/West Park School during the 2014-2015 School Year.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of _____ (195 0 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 501 W. Mt. Oso, 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 \$7,350 HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$7350. 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, Ramona Soto at (209) 830-3335, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

 _____ Consultant	_____ Tracy Unified School District
_____ Social Security Number or TIN number (2)	_____ Date
<u>June 2, 2014</u> _____ Date	_____ Title
<u>President</u> _____ Title	_____ Account Number to be charged
<u>P.O. Box 1054</u> _____ Address	_____ Department/Site Approval
<u>TRACY, CA 95378</u> _____ City/State/Zip	_____ Budget Approval
<u>209.627.0232</u> _____ Phone Number	_____ Date Approved by the Board

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- 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 Borejko Page 2 03/10/1998



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 11, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Soul Shoppe to Provide Four (One Day) Workshop Sessions for Students, Three Parent Meetings and Four Classified Staff Training Meetings at South/West Park during the 2014/2015 School Year**

BACKGROUND: Bullying has become a problem of national focus. Tracy Unified has shown a commitment to preventing bullying behaviors and to increasing staff capabilities to address issues of bullying. In recognition of this, the School Site Council at South/West Park Elementary School devoted a portion of the site budget to allow for assemblies and presentations to students and staff. Parents will also benefit from an informational meeting. All Soul Shoppe programs will foster a positive environment for all, encourage acceptance of differences among individuals and develop a common language for addressing issues of bullying and harassment.

RATIONALE: Soul Shoppe assemblies and workshops focus on fostering a positive environment for all students. The Soul Shoppe student presentation format provides teachers and staff with strategies and tools they can use on school site to reinforce positive surroundings within our school. The Soul Shoppe parent informational meeting provides parents with relational techniques and anti-bullying strategies, so they can assist their children at home. The information presented in the workshops for students and the in-service for teachers and staff will help develop a common language which will recognize the worth of others, develop tools for peaceful conflict resolution, and reinforce the Pillars of Character in peer interactions. These workshops support District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; 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: The cost for services will be \$5,350 and will be paid out of Site Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Soul Shoppe to Provide Four (One Day) Workshop Sessions for Students, Three Parent Meetings and Four Classified Staff Training Meetings at South/West Park School during the 2014/2015 school year.



AGREEMENT FOR SERVICES 2014-15

School: SOUTH WEST PARK ELEMENTARY SCHOOL

Contact: Ramona Soto

Title: Principal

Contact: Tami Marion

Title: Secretary

Address: 500 W. Mt. Diablo

City: Tracy, CA 95376

Phone: 209/830-3335 or 209-321-3895

Email: tmarion@tusd.net or rasoto@tusd.net

Students: _____

Teachers: _____

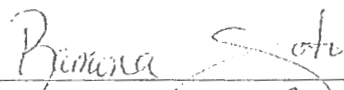
Program Description:

- 4 Program Days - \$3,600 (\$900/day)
 - School Rules/TOH: *August 20, 2014*
 - College Dreams: *October 8, 2014*
 - Walk in my Shoes: *December 10, 2014*
 - 5th Grade Transition: *May 11, 2015*
- 3 Parent Days - \$750 (\$250/each) (scheduled on same days as classified staff trainings)
- 4 Classified Staff Trainings - \$1,000 (\$250/each)
 - *August 8, 2014 (1:00-2:30)*
 - *September 8, 2014*
 - *November 18, 2014*
 - *February 27, 2015*

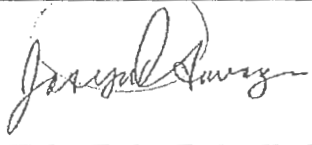
Total: \$5,350

Invoices will be sent after each program is delivered. Payment is due within 10 days of service. Thank you!
Please make all checks payable to Soul Shoppe

The above is agreed to and accepted by:

 (Ramona Soto)

Date: 5/19/14

 (Joseph Savage)

Date: May 19, 2014

Please fax back to: Soul Shoppe 510/338-3234 (no fax cover needed)

111 Fairmount Ave., Suite 503
Oakland, CA 94611

510/338-3231 (tel) • info@soulshoppe.com

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 Soul Shoppe 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 (One Day) Workshop Sessions for Students, Three Parent Meetings and Four Classified Staff Training Meetings during the 2014/2015 school year.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 13 days HOURS/DAY (s) (FLAT RATE) (circle one), under the terms of this agreement at the following location: South/West Park Elementary.

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

a. District shall pay \$5,350.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 5,350.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [☐] SHALL; ☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.

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

4. The terms of the agreement shall commence on August 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, Ramona Soto at (209) 880-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.


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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:


 Consultant Signature (1)
 Social Security Number (2)/Tax ID # 5/26/2014
 Date
 Title Director
 Title III Fairmount Ave.
 Address & Phone # Suite 503
 Oakland, CA 94611

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.

Note:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 10, 2014
SUBJECT: **Authorize the Advancement Via Individual Determination (AVID), Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Williams Middle School and Monte Vista Middle School for the 2014-15 School Year**

BACKGROUND: Tracy Unified School District has implemented AVID since 2002 which initially was provided by a state grant but in subsequent years, programmatic support and assistance for AVID were provided through San Joaquin County Office of Education. This funding was eliminated in January 2013. As a result, each school district must contract for services with AVID Center, a California non-profit corporation. Tracy Unified School District has six AVID member schools: Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

RATIONALE: Advancement Via Individual Determination (AVID), is a college readiness system for elementary through higher education that is designed to increase school wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To implement the AVID program, Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school site offering the AVID program. Membership includes a license to use the AVID Trademarks to promote the implementation of AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials. Implementation of the AVID program will meet Tracy Unified School 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: 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: Funding Not to Exceed: 23,964.00. Targeted funds for AVID will continue to be provided to support implementation of the AVID program.

RECOMMENDATION: Authorize the Advancement Via Individual Determination (AVID), Implementation Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Williams Middle School and Monte Vista Middle School for the 2014-15 School Year.

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



AVID Center HQ
 9246 Lightwave Ave
 Suite 200
 San Diego, CA 92123
 Phone: (858) 380-4800
 Fax: (858) 268-2265

Quote: Tracy Unified

To	From
Tracy Unified	Saba Michael
Jill Carter	9246 Lightwave
1875 W. Lowell Avenue	Suite 200
Tracy, CA 95376	San Diego, Ca 92123
	E-mail: smichael@avidcenter.org
	Phone: 8583804772

Summary

Total Amount:	\$23,964.00	Quote ID:	QUO-02438-F4G6B6
Shipping Method:	UPS	Date:	5/14/2014
Payment Terms:	Net 30		

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Earle E. Williams Middle School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$509.00	\$509.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00
Site: George Kelly Elementary	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$509.00	\$509.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00
Site: John C. Kimball High School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$509.00	\$509.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Monte Vista Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00
Site: Tracy High School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00
Site: West High School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$509.00	\$509.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00

Pre Freight Amount	\$23,964.00
Total Tax	\$0.00
Total	\$23,964.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

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 AVID Center, 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: Please see AVID Implementation Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 () HOURS [✓] DAY(s), under the terms of this agreement at the following location Kimball High School, Tracy High School, West High School, George Kelly School, Williams Middle School, Monte Vista Middle School.

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

- a. District shall pay \$ 3,994.00 per HOUR DAY [✓] FLAT RATE, not to exceed a total of \$ 23,964.00. 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 \$ 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 July 1, 2014, and shall terminate on June 30, 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, Terri Sargent at (209) 830-3360 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

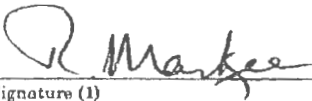
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused 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)
33-0522594

Social Security Number (2)

Robert Markoe
AVID Center

Title Vice President of
Business Services

Address
AVID Center
8248 Lightwave Avenue
Suite 200
San Diego, CA 92123

Tracy Unified School District

Date
01-0709-0-1110-1000-5600-800-2757

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.

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Weekly

As per AVID Weekly being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Weekly ("AVID Weekly") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Weekly Benefits

1.1 AVID Weekly: AVID Weekly is only available to AVID Member Sites. AVID Weekly is included in the purchase of an AVID curriculum library, which is required in an AVID Member Site's first year of implementation. AVID Member Sites can also purchase AVID weekly a la carte. Subscriptions cannot be shared with other schools and/or school systems.

AVID Weekly is a curriculum tool that helps teach critical reading skills that have been proven to be a strong key to success in college and beyond.

A subscription to AVID Weekly provides:

- Up to 20 usernames/passwords for various school personnel to access articles and lessons anytime, valid for one academic year.
- Ten new articles available for viewing/downloading on the first of each month (September through June)
- A sample instructional model/lesson in both full-length and summary versions is provided each month
- A viewable and downloadable grid each month that shows the title, level of difficulty, content area and applicable critical reading strategies for each month
- Access to all articles, grids, sample lessons and instructions on critical reading strategies posted during the current school year.

Article II. Term of Agreement

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2014 to June 30, 2015 unless earlier terminated as provided for in the Agreement ("Term").

Article III. Client Responsibilities

3.1 Order Form: The Client is responsible for completing an order form for each AVID Member Site ordering AVID Weekly. Please visit our website at avidweekly.org to obtain a copy of the order form.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 11, 2014
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding with Nancy Fetzer's Literacy Connections and Tracy Unified School District (South/West Park) for the 2014-2015 School Year

BACKGROUND: ELA achievement continues to be an area of concern for students at South/West Park, particularly ELL and Hispanic subgroups. As the move to Common Core State Standards takes place, an increased emphasis on writing and reading comprehension strategies will support student success across the curriculum. South/West Park Elementary School will provide Nancy Fetzer Literacy Connections training to site staff during the 2014-2015 academic year.

RATIONALE: Nancy Fetzer has a proven record of providing reading and writing strategies to improve student achievement. South/West Park staff requests approval to hire Nancy Fetzer for no more than (5) days to continue staff development in reading and writing to improve instructional practices to increase student achievement. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: The cost for services will be \$8,750 of Site Title 1 and Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with Nancy Fetzer's Literacy Connections and Tracy Unified School District (South/West Park) for the 2014-2015 School Year.

Prepared by: Ramona Soto, Principal, South/West Park Elementary



South-West Park Elementary
Ramona Soto-Barajas, Principal
501 Mount Oso Road
Tracy, CA 95376

March 9, 2013

Dear Ramona:

I am very excited about working at your site. Below is information regarding the inservice days. Also, I have listed items I need from you to confirm our dates.

Dates of Training: March 23-27 of 2015.

Inservice Topic: Schoolwide Reading and Writing Strategies

Consultant Fee: \$1,750/day X 5 days = \$8,750 (includes expenses).

Purchase Order: Purchase Order totaling \$8,750 is required before delivery of services.

Looking forward to our time together.

Sincerely,

A handwritten signature in cursive script that reads 'Nancy Fetzner'.

Nancy Fetzner

40500 Valle Vista
Murrieta CA 92562
Phone: (951) 698-9556
Fax: (951) 698-7616

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's Literacy Connections, 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 Writing and Reading Strategies to improve instructional practices and thus increase student achievement, March 23 - 27, 2015.

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: South/West Park Elementary.

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 March 23, 2015, and shall terminate on March 27, 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, Ramona Soto at (209) 830-3335 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 23, 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.

*Note: Costs are being split between three sites: Bohn, Freiler, and Kelly. The amount above represents Bohn's share of the total cost. Total cost for five days at all three sites is \$8,750.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 12, 2014
SUBJECT: **Approve the South/West Park State Preschool Self-Evaluation Annual Report for the 2013/14 School Year**

BACKGROUND: The Child Development Division of the California Department of Education requires all agencies receiving contract funding to complete an annual report. The report includes a self-evaluation process to assess the State Preschool Program and identify areas for improvement. The Agency Annual report must be formally approved by the Tracy Unified School District governing board.

RATIONALE: The South/West Park State Preschool's Parent Advisory Committee conducted the self-evaluation using the Early Childhood Environment Rating Scale (ECERS), the Desired Results Parent Survey and the DRDP summary of data. The preschool director met with the teachers to identify areas needing improvement. This agenda item 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: Not Applicable

RECOMMENDATION: Approve the South/West Park State Preschool Self-Evaluation Annual Report for the 2013/14 School Year.

Prepared by: Ramona Soto-Barajas, Principal, South/West Park School

Desired Results Program Action Plan – Reflection on Action Steps (CD 3900)

Contractor Name Tracy Joint Unified School District/South/West Park	
Contract Type, and/or FCCHEN CSPP	Age Group (Infant/Toddler, Preschool, School-Age) Preschool 3-5 years old
Planning Date May 7, 2014	Lead Planner's Name and Position Ramona Soto-Barajas-Director
Follow-up Date(s) May 23, 2014	Lead Planner's Name and Position Delia Rodriguez and Sandra Arce-Preschool Teachers

This form can be expanded and is not limited to a single page.

Reflection: Review each Program Action Plan (CD 4001A) submitted in the FY 2012-13 Program Self-Evaluation Report. As the FY 2012-13 Action Steps would be different or unique to the contract type and age group, a separate reflection and narrative for each is required.

Below, provide a narrative summarizing the outcome of each action step. Record how each action step was successfully accomplished. If there were modifications or revisions to the action steps, reflect on and record the outcome of those changes.

This is the second year with the new Director of the program and she continues to learn about preschool age children. She works closely with the preschool teachers to support instruction and staff development to meet needs of the children. After careful analysis of the goal so the Program Action Plan, it was evident the focus continues to be high on English Academic Language and also some need to focus on math. This was a perfect lead way into both programs that were implemented this school year. This was the second year that both preschool teachers participated in GLAD support and implementation. Last year was the first year they were certified as GLAD teachers, and this year they continued to receive support through a coach for their instructional strategies. They build theme units together and implemented with the careful observation, feedback and reflection with the EL coach. The coach observed both preschool teachers deliver the lessons and meet with them after school to debrief the process and provide feedback. The coach also modeled the lessons so both preschool teachers could observe and continue to learn the GLAD strategies. One of our preschool teachers also participated in a special Math Grant by WestEd and was very impressed with the curriculum and strategies that were taught to implement with the children.

The implementation of the research project was for the purpose of a randomized study of the efficacy of a two year Mathematics intervention of at risk preschool children study to improve school readiness and subsequent achievement in math of students from low-income families. This grant is for children that English is their second language. One of our teachers was the treatment group, which presented the strategies and intervention and the other teacher was the control group, which will be trained next school year. An employee from WestEd also came at least four times during the school year to observe and provide feedback and kept a close look at the children's progress. It's a two year study and eventually this math intervention with all preschool age children if proven effectively. Both preschool teachers voluntarily accepted the opportunity to participate in the study. The following were the goals and actions steps for 2013/2014:

1. Measure 23: 73% of the children were at the exploring level of comprehension of English measure 23: The goal was to have 20% or more on the building level (was 2%) after the second assessment period in 2013/2014. We have not met this goal, but see an increase of students in the building level. All actions steps were accomplished under this goal. Our Preschool teachers and GLAD coach are using and consistently referring to the English Language Resource Guide to plan strategic instruction.
2. Measure 23: 25% of the children are at the developing levels of "self-expression" in English. The teachers use songs, rhymes and games in English throughout the daily schedule to expose their students to English.
3. Measure 24: 15% or more of the children will be at the beginning level of "self-expression" in English. More books were purchased to read aloud in English to the students. Books had repetitive text to help students in beginning level to recognize the words. Bilingual parents helped read in the classroom.
4. Measure 33: 15% of the children were at the exploring level of number senses of mathematical operations: The goal was to have 35% or more on the building level (was 11%) after the second assessment period in 2013/2014. We have not met this goal, but see an increase of student in the building level. All actions steps were accomplished under this goal.
5. Measure 23: ELD 1 Comprehension of English and Measure 23-ELD 2 Self Expression in English: The teachers continued to receive support in GLAD strategies by an instructional EL coach. They also visited another preschool site in Manteca to get ideas to implement in their program and classroom. The Director of the program also visited the site with them to discuss DRDP process.
6. Measure 33: The WestEd Implementation of the research project was implemented by the treatment teacher (one class).

Program Self-Evaluation Cover Page (CD 4000)

Contractor's Legal Name Tracy Joint Unified School District/South West Park		Vendor Number 7549	
Contract and Age	<input checked="" type="checkbox"/> CSPP	Number of Classrooms	2
	<input type="checkbox"/> CCTR – (Infant/Toddler)	Number of Classrooms	
	<input type="checkbox"/> CCTR – (School Age)	Number of Classrooms	
	<input type="checkbox"/> Education Network – (Infant/Toddler)	Number of Homes	
	<input type="checkbox"/> Education Network – (Preschool)	Number of Homes	
	<input type="checkbox"/> CHAN	Number of Classrooms	
	<input type="checkbox"/> CMIG – (Infant/Toddler)	Number of Classrooms	
	<input type="checkbox"/> CMIG – (Preschool)	Number of Classrooms	
<p>Describe the Program Self-Evaluation Process (Note: This area expands as necessary.) The self-evaluation process was conducted through observation of both indoor and outdoor activities and interviewing parents and staff. The Early Childhood Environmental Rating Scale (ECERS), Desired Results Parent Surveys, and Desired Results Development Profile summaries were used to conduct the evaluation. Starting in January 2014, the parents were trained on the use of the ECERS instrument through reviewing the video and ECERS books (English and Spanish). The parents and the director compiled the results of all the observations and identified areas needing improvement. The self-study consisted of five parents, two teachers and the director. Unfortunately, due to the Director's schedule, she was not able to meet with the group earlier this school year, but will certainly ensure she does the following school year. This year her meetings and debriefing with teachers was later than usual. During the first parent conference (November 2013), the two teachers familiarized the parents with the DRDP instrument for their individual child. Areas of strengths and weaknesses for each child were shared with the parents. The teachers completed the DRDP Group data sheet for each class. The director met with the teachers to identify key findings. Utilizing the Preschool Foundation and the Preschool Curriculum Guide, throughout the school year, the teachers planned activities to address areas of weakness. During the second parent conference (April of 2014) the teachers shared the individual student profiles with the parents. The progress of each child was noted. The teachers and the Director identified key findings from the DRDP group data summary to target for next year (2014-2015). Parents were informed on the key findings and target areas to work on. The Director shared the DRDP group data summary sheets from each classroom with the parents and asked for suggestions to improve the program. The key findings and purposes of this report were shared. The parents were satisfied with their child's progress in the program.</p>			
A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.		Date June 10, 2014	
A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.		Date May 30, 2014	
A copy of the Program Self-Evaluation will be/has been presented to parents.		Date May 29, 2014	
Statement of Completion I certify that a Program Self-Evaluation was completed.	Signature		Date 5/30/14
	Name and Title Ramona Soto-Barajas		Phone Number (209) 830-3335

**Desired Results Developmental Profile Summary of Findings
And Program Action Plan – Program or Network Level (CD 4001A)**

Contractor Name Tracy Joint Unified School District/South West Park	
Contract Type, and/or FCCHEN CSPP	Age Group (Infant/Toddler, Preschool, School-Age) Preschool 3-5 years old
Planning Date March 5, 2014	Lead Planner's Name and Position Ramona Soto-Barajas-Director
Follow-up Date(s) May 29, 2014	Lead Planner's Name and Position Delia Rodriguez & Sandra Arce-Preschool Teachers

This form can be expanded and is not limited to a single page.

Key Findings by Domain from Developmental Profiles	Educational Program Goal(s)	Action Steps (i.e. address activity planning, curriculum modifications, materials required, staff or program schedules, child-staff interactions, classroom use of space, professional development, parent education, and/or community outreach)	Expected Completion Date and/or Ongoing Implementation and Persons Responsible
Ask: Where is the program now?	Ask: Where does the program want to go?	Ask: How does the program get there?	Ask: By when?
73% of the students scored exploring in the area English Language Development on DRDP.	50% of the students will be developing in the areas English Language Development on DRDDP.	<ol style="list-style-type: none"> 1. Continue to utilize GLAD teaching strategies during circle time. 2. Utilize the EL Coach to model and debrief on GLAD strategies with both teachers 3. Read patterned sentence Books in English to ELD students 4. Implement "Buddy Reading" with 5th grade. Have older grade level students read easy books to preschool ELD student (Reading Buddies). -5. Increase the use of The Avenues curriculum and activities to do at home 6. Provide multiple opportunities during the day for daily oral English speaking with peers and adults 	<ol style="list-style-type: none"> 1. August-May by both preschool teachers and monitored by Director 2. September-April by both preschool teachers and support of GLAD Coach 3. At least three times a week-by both preschool

		<p>7. Teachers continue to use the Preschool English Learners Resource Guide to help support in understanding the LE's development stages and plan accordingly.</p>	<p>teachers</p> <p>4. Once a week from September-April by both Preschool teachers</p> <p>5. At least three times a week by both preschool teachers</p> <p>6. At least twice a week-purposeful and planned conversations directed by both preschool teachers</p> <p>7. May of 2015 and Preschool teachers are responsible for implementing and Director for monitoring</p>
40% of the students scored Exploring in the Math Development on the DRDP	60% of the students will score developing in the area of Mathematical developing	<ol style="list-style-type: none"> 1. Implement the WestEd Math Intervention curriculum <ul style="list-style-type: none"> o Manipulatives for hands on activities o Math games, materials for measurement problem solving, counting. 2. Experimental Teacher will be trained in the WestEd Intervention curriculum 3. Set up materials to focus on math for DRDP measures 	<ol style="list-style-type: none"> 1. August-May by experimental teachers 2. Summer of 2014-Experimental teacher 3. August-May (rotated) during school year by both preschool teachers



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
And Human Resources
DATE: June 5, 2014
SUBJECT: Approve Overnight Travel for West High School Agriculture
Department Activities for the 2014-15 School Year

BACKGROUND: West High School Agriculture Advisor, Marlene Hepner, and from 4 to 6 students would like to participate in the following events throughout the year as a part of the scheduled activities for the agricultural department. Each activity is a benefit to the student to develop leadership ability and officer experience. Students will be transported via District van to all in-state events.

September 12-13, 2014	Kid In-A-Box – McHenry House	Tracy
October 4-5, 2014	Central Region Officer Conference	Denair
October 22 – November 4, 2014	National FFA Convention	Louisville, KY
January 9-10, 2015	Officer Mini Retreat	Tracy
February 20-21, 2015	Made For Excellence Conference	Modesto
March 13-14, 2015	CSU-Chico FFA Field Day	Chico
April 17-21, 2015	State FFA Leadership Conference	Fresno
May 1-3, 2015	State FFA Contest Finals	San Luis Obispo
May 16-17, 2015	Tracy Relay for Life	Tracy
June 1-5, 2015	Chapter Officer Camping Retreat	TBD

RATIONALE: This is an opportunity for the elected FFA officers from all 58 regional schools to meet and gain leadership skills from state officers and staff to facilitate the successful promotion of chapter programs, and provide resources for the school year. These programs will help build each student's sense of confidence, responsibility and leadership. This supports 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 the Made for Excellence and State Finals Conferences will be \$100.00 per person for 4 students and advisor. The cost for the State Leadership Conference will be \$200.00 per person for 6 students and advisor. The meals are the students' responsibility. All funding for the trip will be paid for through the FFA ASB account and the Agriculture Incentive Grant.

RECOMMENDATION: Approve Overnight Travel for West High School Agriculture Department Activities for the 2014-15 School Year.

Prepared by: Troy Brown, Principal West High School

Merrill F. West FFA 2014-2015

Chapter Meetings In P-12 @ 3:15 pm to 4 pm

June	2-4 - Officer Retreat 5- Point Awards Trip 16-22 - AG FEST @ SAN JOAQUIN FAIR GROUNDS
August	13 – officer Meeting <u>20 – Chapter Meeting</u>
September	10 – Officer Meeting 12-13 McHenry House Kid in a Box <u>17 – Chapter Meeting</u> 17 - Greenhand Ceremony @ 6pm in Theater 18, 19 – Plant Sale @ Greenhouse 3-5pm 20 – Plant Sale @ Greenhouse 9am-Noon 24 - Opening/Closing Contest - Calaveras 25 or 26 - Greenhand Contest - Modesto
October	4-5 Chapter Officer Leadership Conference 8 – Officer Meeting 9- Community Service McHenry House Hoiday Mailer Stuffing <u>15 – Chapter Meeting</u> 16, 17 – Plant Sale @ Greenhouse 3-5pm 18 – Fall Festival @ Greenhouse 10am-2pm 22-31 - National FFA Conference - Louisville, KY
November	5 – Officer Meeting 12, 13 – Local Speaking Contest <u>19 – Chapter Meeting</u>
December	3 – Officer Meeting 7- Community Service McHenry House Home Tour 10 – Delta Cal Speaking Contest <u>17 - Chapter Meeting</u>
January	7 – Officer Meeting <u>10 -11 Officer Mini Retreat</u>

14- Officer Meeting
21 – Chapter Meeting and State Conference/Fair Parent Meeting
28 – Fair Forms Due

February 4 – Officer Meeting
 11- Central Region Prelims
 12 – Member Lunch
 18 – Chapter Meeting
 17 to 20 – West High FFA Week
 20 – Food Fair on Quad
 20-21 Made for Excellence/Advanced Leadership Conferences - Modesto
 28 - Central Region FFA/CATA Meeting
 TBA - Arbuckle Field Day

March 7 – UC Davis Field Day
 11 – Officer Meeting
 14 – Community Service McHenry House Evening of Sharing Dinner
 17 - State FFA Degree Ceremony - SJ Delta College
 18 – Chapter Meeting
 19, 20 - Plant Sale
 20 - SFFM Bouquets to Art Field Trip
 27 - Officer Apps due
 28 - Modesto JC Field Day

April 1 - Interviews for 14/15 Officers
 1,2, – Plant Sale 1-5pm
 15 – Officer Meeting
 18-21 - FFA State Conference
 22 – Chapter Meeting and Elections
 19 – Plant Sale 9am-1pm
 30 – Banquet

May 6- Delta-Cal Sectional FFA meeting
 13 – Officer Meeting
 20 - New Officer 1st Chapter Meeting
 TBA - Mud Run

June	3-Point Awards Trip
	2-6 Officer Retreat
	18-22 San Joaquin Fair



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 24, 2014
SUBJECT: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2014 – 2015 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically-diverse parents of K–12 school children to take a participatory role in their children's education. Providing PIQE at Merrill F. West High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. 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; and 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 District shall pay \$5,000 for the first class, and \$2,000 for additional classes running concurrently, not to exceed a total of \$9,000. The cost of these classes will be paid out of District Title I designated funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2014 – 2015 School Year.

Prepared by: Troy Brown, Principal of Merrill F. West High 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 Parent Institute for Quality 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 a Parent Training Course for the parents of the students enrolled at Merrill F. West High School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of HOURS/DAY(s) 0 (circle one), under the terms of this agreement at the following location: Merrill F. West High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 5,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 9,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL; ~~[☒]~~ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [☐] MONTHLY PROGRESS BASIS, ~~[☒]~~ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 1, 2014, and shall terminate on November 3, 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, Troy Brown at (209) 830-3370 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:

X Teresa Guerrero
 Consultant Signature (1) ?
 Social Security Number (2) / Tax ID #
 6/11/14
 Date
 Executive Director
 Title
 1124 11th Street Sk. B
 Address & Phone #
 Modesto CA 95354
 (209) 238-9496

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: June 16, 2014
SUBJECT: **Approve Agreement for Special Contract Services with the College and Career Academy Support Network (CCASN) to Provide Staff Development for Training in Project Based/Interdisciplinary Teaching During the 2014/2015 School Year**

BACKGROUND: “The College & Career Academy Support Network (CCASN, previously called CASN), was founded in 1998 in the Graduate School of Education at UC Berkeley by a group of practitioners and researchers interested in career academies and their potential for improving high school education. In response to requests from schools and districts in several states, the group has supported development and improvement of career academies, while assembling information and resources to help schools and districts plan, implement, or enhance academies.” <http://casn.berkeley.edu/aboutcasn.php>

RATIONALE: Project-based learning supports the implementation of common core by engaging students in complex tasks, based on challenging questions or problems, that involve students in design, problem-solving, decision making, or investigative activities. The teacher’s role is that of facilitation, but not direction. Project-based learning includes explicit educational goals, cooperative learning, reflection, incorporation of adult skills and is interdisciplinary in nature. This method of instruction also supports common core by moving students to the D quadrant of the rigor-relevance frame work. This agenda 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 total amount paid to CASN will not exceed \$15,000. The funding source is from Title II funding \$6,000 and Site funds \$9,000.

RECOMMENDATION: Approve Agreement for Special Contract Services with the College and Career Academy Support Network (CCASN) to Provide Staff Development for Training in Project Based/ Interdisciplinary Teaching During the 2014/2015 School Year.

Prepared by: Dr. Cheryl A. Domenichelli, Principal, John C. Kimball High 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 **College and Career Academy Support Network (CCASN)**, 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 Staff Development for Training in Project Based/ Interdisciplinary Teaching during the 2014/2015 school year**

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Ten days **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location: **John C. Kimball High School**.

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

a. District shall pay \$ 1,500 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 15,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [] **SHALL**; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.

c. District shall make payment on a [☒] **MONTHLY PROGRESS BASIS**, [☒] **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 **July 1, 2014**, and shall terminate on **June 30, 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, **Cheryl Domenichelli** at (209) 832-6600 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

- Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.
8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

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

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

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 16, 2014
SUBJECT: Approve Agreement for Special Contract Services with “One Day At A Time” (ODAT) to Provide Services to West High Students for the 2014-2015 School Year

BACKGROUND: One Day At A Time (ODAT) is an intervention program which provides support to site personnel in the areas of conflict management, gang intervention, staff and student workshops on gang awareness, presentations on teen violence, and a resource for at risk teens. This program specifically targets Latino students, but it is open to all West High students. The program provides tutorials, fieldtrips, conflict resolution strategies, and teaches healthy lifestyle skills, as well as engaging students in their education and developing decision making skills.

RATIONALE: West High has found that ODAT has been very successful thus far; and would like to continue their work with Latino students, as well as any other students who voluntarily join the program to change their lives. The program has continuously maintained a large number of voluntary participants and they are making a difference. West High would like to continue their work throughout the entire 2014-2015 school year. This 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; 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 cost of this program is \$28,560.00. All funding will be provided through site EIA funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with “One Day At A Time” (ODAT) to Provide Services to West High Students for the 2014-2015 School Year.

Prepared by: Troy Brown, Principal - West High 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 Community Initiatives/One Day at a Time (ODAT), 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: Staff workshops, class presentations, weekly group meetings, and individual meetings with students.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 408 hours ☒ **HOURS** ☐ **Week**, under the terms of this agreement at the following location West High School.

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

- a. District shall pay \$ 28,560.00 ☐ **HOUR** ☐ **DAY** ☒ **FLAT RATE**, not to exceed a total of \$28,560.00. 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. It shall be billed in 10 equal payments of \$2,856.00. 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 15 days written notice.

6. Contractor shall contact the District's designee, Troy Brown at (209) 830-3370 ext. 3010 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

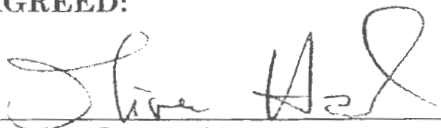
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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



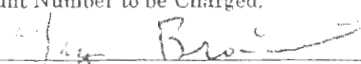
EIN (2)
Director of Sponsored Projects

Title
354 Pine Street, Suite 700

Address
San Francisco, CA 94104

Tracy Unified School District

Date
01-7090-0-1110-1000-5800-700-6502

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.



made
at High
ferred to
and the
OR:

One Day At a Time – ODAT

Executive Director
Johnny Rodriguez

Development & Business Manager
Ramiro Ibarra

Advisory Committee
Jerry Macy, Chair
Denise Barrios
Magaly Pulido
Rossana Peniche
Melanie Wallace
Iris Archuleta
Jose Cordon
Ashley Angeles

BUSINESS NAME:

One Day At a Time, a fiscally sponsored project of Community Initiatives

ADDRESS: 331 Pine Street

CITY: Brentwood

STATE: CA

ZIP: 94513

MAILING ADDRESS: (if different than above) N/A

PHONE: 925-240-1359

FAX: 925-240-1359

FEDERAL TAX I.D.: 94-3255070

1. TERM AND TERMINATION

This Agreement is effective on 08/11/2014, and terminates on 05/29/2015 or upon completion of services, whichever occurs first. This Agreement may be terminated by DISTRICT upon fifteen (15) days written notice to VENDOR or by mutual written consent of both parties.

NOTE: The stated effective and termination dates, and resulting hours listed in Exhibit A (below) were drawn from the Tracy Unified School District website for 2014 -2015 school year.

2. SUBCONTRACT OR ASSIGNMENT

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

3. INDEPENDENT CONTRACTOR STATUS

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. VENDOR understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

4. TAX REPORTING/PAYMENT

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. The DISTRICT shall provide VENDOR an annual statement of compensation on the appropriate federal and state forms (1099).

5. REGULATIONS

One Day At a Time

A fiscally sponsored project of Community Initiatives a 501(c)(3) non-profit public benefit corporation.
331 Pine Street, Brentwood, California 94513 - Office: (925) 240-1359 - Website: www.odatec.org

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations and Board of Education policies in performance of this Agreement.

6. FINGERPRINTING AND CRIMINAL RECORDS CHECK

VENDOR shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the VENDOR and/or its employees. VENDOR shall not permit any employee to have any contact with DISTRICT pupils until such time as VENDOR has verified in writing to the governing board of the DISTRICT that such employee has not been convicted of a felony, as defined in Education Code §45125.1 or DISTRICT has indicated on Page 3 of this Agreement that VENDOR is exempt from compliance.

7. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California.

8. MISCELLANEOUS

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

9. INDEMNIFICATION

VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Education, officers, employees and agents, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, and judgments, including attorney's fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused that may arise for any reason from VENDOR'S performance of this Agreement.

10. INSURANCE

During the term of this agreement, VENDOR shall keep in full force and effect a policy or policies of liability insurance from a California licensed insurer and shall provide DISTRICT with a Certificate of Liability Insurance for liability coverages and limits acceptable to the DISTRICT. Certificate Holder is Tracy Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming DISTRICT as additional insured.

11. DESCRIPTION OF SERVICES (SCOPE OF WORK)

VENDOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

Exhibit A

The following services will be offered on a weekly basis while on campus or occasionally as needed:

- **School Visits and School Site Related Services**

Services include meetings requested by Site Administrators, additional meetings with students as requested by school site staff or parents, evaluation time and preparation and/or planning for activities.* (e.g. disciplinary meetings, crisis mediation, consultations, presentations to staff and student body). The following are examples of services that may occur during the weekly site visits.

Relationship Building:

VENDOR will employ proven strategies to help youth establish new relationships with peers and staff, improving school climate.

Conflict Management:

VENDOR will assist with student conflict mediation while on school premises.

Class Presentations:

Topics covered include life skills, peer pressure, bullying, drug awareness and self-esteem. Conducted on a monthly basis, VENDOR's goal is to provide presentations on the benefits of positive, and consequences of negative lifestyle choices.

All personnel employed by vendor that do not have fingerprint clearance must be accompanied by a certificated employee at all times when in contact with students.

Service Hours: 10 hours of site visits per week

2 hours for group meetings (30 minute prep time/30 minute clean up at no cost) = 12 hours per week x 34 weeks

Total Hours: 408 hours

12. COMPENSATION

CLIENT agrees to pay VENDOR for services rendered upon VENDOR submitting an invoice and completed IRS Form W-9 and after obtaining originator's verification that services have been performed. ***VENDOR will invoice CLIENT in equal monthly payments unless noted below by DISTRICT.***

☐ Partial Payments (must be specified): 10 monthly payments of \$2,856.00 for a total amount not to exceed \$28,560.00

☐ Single Payment in Full: \$28,560.00

TOTAL AMOUNT DUE FOR SERVICES RENDERED: \$28,560.00

NOTE: For DISTRICT Accounts Payable processing:

Payee should be: COMMUNITY INITIATIVES/ODAT

Mailing Address: 331 Pine Street

Brentwood, CA 94513

Tax ID#: 94-3255070

13. COMPLETION

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof.

This contract must meet the provisions of Board Policy/Administrative Rule () and Board Policy () in order to be valid or binding against the District.

The parties have executed this Agreement on the date indicated below.

Vendor Proposal: _____
Johnny Rodriguez, ODAT Executive Director

Date: _____

Vendor Approval: _____
Melanie Beene, President & CEO

Date: _____

Principal or Department Administrator's recommendation for approval of agreement, certification that Vendor is exempt ☐ not exempt ☐ from fingerprinting and criminal records check, and submittal of vendor's certificate of insurance (Item 10) with this contract.

Signature _____

Fig Brw

Date: 6/13/14

DISTRICT Signature: _____

Date: _____

Date of Board Approval _____

BUDGET FUNDING SOURCE - SACS CODE: (



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 13, 2014
SUBJECT: **Approve Overnight Travel for 2014-2015 Yearbook Staff to Attend July Yearbook Camp at the University of the Pacific in Stockton, CA on July 22-25, 2014**

BACKGROUND: Each year a new group of students take over as staff of the yearbook, responsible for producing a memorable yearbook for the entire student body at West High School. The Yearbook Camp at the University of the Pacific incorporates 3 days of planning, training and bonding for students. The West High yearbook staff's attendance is critical to the development of the book and gives students an understanding of how crucial their participation is and how seriously they must commit to producing this yearbook. Students will completely design the yearbook to start the new school year. Yearbook advisor, Mrs. McCoy, 5 female and 2 male students will drive in a District van to University of the Pacific and stay in the dorm rooms. Students will not be allowed to leave campus at any time and will be chaperoned during their stay by Mrs. McCoy.

RATIONALE: This conference is an extremely important bonding experience for the yearbook staff. It creates ownership and buy-in for a product that costs thousands of dollars to produce and requires a great deal of dedication and responsibility. The training at camp is unique and provided by professional yearbook advisors from the Herff-Jones Company. The camp is smaller in size than most other camps and provides individual time and attention for each student to be thoroughly trained. This meets 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 estimated cost for transportation, registration, and lodging is \$300 per person. The ASB account for yearbook will pay for the yearbook staff to attend this camp.

RECOMMENDATION: Approve Overnight Travel for 2014-2015 Yearbook Staff to Attend July Yearbook Camp at the University of the Pacific in Stockton, CA on July 22-25, 2014.

Prepared by: Troy Brown, Principal - West High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 13, 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>
Johnson, Shirley IEP Para Educator I	KHS	05/30/14	Personal
Nighbor, Miranda K-8 Library Technician	WMS	06/03/14	Personal
Rosas, Jose Para Educator I	Stein	06/12/14	Accepted Teaching position in Mountain House

BACKGROUND:

MANAGEMENT/ CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Harvey, Chris Assistant Principal	Kelly	6/30/14	To accept Assistant Principal position at Williams Middle School
Minter, Cindy Director of ISET	ISET	06/30/14	Accepted position with another School district
Rodoni, Cara Psychologist	Special Education	6/13/14	Personal

BACKGROUND:**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Maurer, Kathryn Math Teacher	KHS	5/31/14	Personal
Ochoa, Laura English Teacher	KHS	5/30/14	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: June 13, 2014
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Carrillo, Fernando

CLASSIFIED

ISSET Technician Level I (Replacement)

ISSET

Range 53, Step A - \$25.37 per hour

8 hours per day

Funding: General Fund

BACKGROUND:

Harvey, Chris

CERTIFICATED MANAGEMENT

Assistant Principal

Williams Middle School

Range 45, Step B - \$407.23 per day

Funding: General Fund

BACKGROUND:

Lawrence, Joe

COACHES

Athletic Director

Kimball High School

Stipend: \$6,685.39

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 of Educational Services and Human Resources
DATE: June 13, 2014
SUBJECT: Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School During the Summer 2014 and the 2014-2015 School Year

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

RATIONALE: Damio Towkaniuk is currently a teacher and a volunteer coach at Kimball High School and is uniquely qualified to assist and enhance the weightlifting program. Mr. Towkaniuk's extensive experience and enthusiasm will ensure the overall success and safety of the program. His duties will include supervising athletes while weightlifting during the 2014 summer. He will also supervise athletes before, during and after school for the fall, winter and spring athletic seasons of the 2014-2015 school year. This agenda item needs to be ratified as the services of the coach begin prior to the June 24, 2014 board meeting.

This aligns with District Strategic Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Expenses for the weightlifting assistance will be paid by the District and reimbursed by the Kimball High School Associated Student Body account. Expenses will not exceed \$4,500.00 for the 2014-2015 school year.

RECOMMENDATION: Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School During the Summer 2014 and the 2014-2015 School Year

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

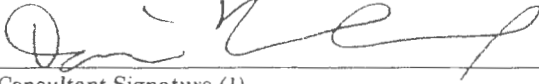
1. Contractor shall perform the following duties: Train the Sophomore and Varsity basketball and football teams in the weight room.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2014/2015 school year HOURS/DAY(s) (circle one), under the terms of this agreement at the following location John C. Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$4,500.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$4,500.00. 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 \$_____ for the term of this agreement.
 - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ PRORATED PER SEASON 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 3, 2014, and shall terminate on May 30, 2015.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Cheryl Domenichelli at (209) 832-6600 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)

June 12, 2013
Date

Teacher/Strength Coach
Title

2471 Garrett Court
Address

Tracy, CA 95377

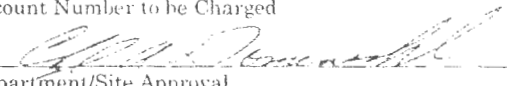
(209) 832-9922

Tracy Unified School District

June 12, 2013
Date

Principal, John C. Kimball High School
Title

ASB
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.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: June 13, 2014
SUBJECT: **Approve Agreements for Special Contract Services for Assistant Football Coaches Robert Eccleston, Tobin Cattolico, KT Ransom and Eric Relova at Kimball High School for the 2014-2015 Season**

BACKGROUND: Kimball High School (KHS) has a need in the football program for additional football coaches to ensure a positive and safe experience for the players.

RATIONALE: Robert Eccleston, Tobin Cattolico, KT Ransom, and Eric Relova are all qualified to assist and enhance Kimball's football program. Their experience as past football coaches at KHS will ensure the overall success and safety of the program. Their duties will be to assist the head coach with the supervision and safety of the football team.

This agenda item aligns with District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Expenses for the assistant football coaches will be paid by the District and reimbursed by the Kimball High School ASB account. Expenses will not exceed \$2,500.00 per coach for the 2014-2015 football season.

RECOMMENDATION: Approve Agreements for Special Contract Services for Assistant Football Coaches Robert Eccleston, Tobin Cattolico, KT Ransom and Eric Relova at Kimball High School for the 2014-2015 Season

Prepared by: Cheryl Domenichelli, Principal, Kimball High 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 Robert Eccleston, 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:

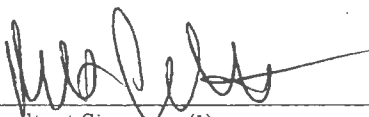
1. Contractor shall perform the following duties: ASSISTANT FOOTBALL COACH
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 120 () ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location KIMBALL HS.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2,500.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 2,500.00. 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 \$ 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 8/11/14, and shall terminate on 12/8/14.
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, Athletic Director at () KIMBALL H.S. 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)

Ass't Football Coach

Title

1751 Parker Polich ct

Address

Tracy, CA 95376

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

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 TOBIN CATHOLICO, 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: ASSISTANT FOOTBALL COACH

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 120 () ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location KIMBALL

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

- a. District shall pay \$ 2,500.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 2,500.00. 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 \$ 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 8/11/14, and shall terminate on 12/8/14.

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, Athletic Director at () KIMBALL HS with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

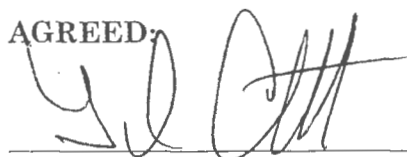
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:



Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

ASST. FOOTBALL COACH

Account Number to be Charged:

Title

575 W. MT DIABLO AVE

Address

TRACY, CA 95376

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

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 KT RANSOM, 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:

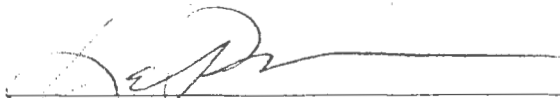
1. Contractor shall perform the following duties: ASSISTANT FOOTBALL COACH
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 120 () ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location KIMBALL HS
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2500.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 2500.00. 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 \$ 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 8/11/14, and shall terminate on 12/8/14.
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, Athletic Director at () KIMBALL HS, 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)

ASST. Football Coach

Title

724 Billy F. Freeman Lane

Address

Tracy CA 95377

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

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 ERIC RELOVA, 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: ASSISTANT FOOTBALL COACH
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 120 () ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location KIMBALL H.S.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2,500.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 2,500.00. 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 \$ 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 8/11/14, and shall terminate on 12/8/14.
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, Athletic Director at () KIMBALL H.S. 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) 25

Assistant Football Coach
Title

1842 EGRET DR.
Address

TRACY, CA 95376

Tracy Unified School District

4/29/14
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.



BUSINESS SERVICES MEMORANDUM

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

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) *On or before July 1 of each year, the governing board of each school district shall accomplish the following:*

- (1) *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.*
- (2) *Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review...*

(c) *The county superintendent of schools shall do all of the following:*
Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria. (2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

- (3) (e) *On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with*

Section 42103. The revised budget, and supporting data, shall be maintained and made available for public review.

District Policy 3100, Budget, states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

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: Given the guidelines offered by SJCOE, the ending balance from the 2013-14 school year is projected to be adequate to meet this planning obligation for the 2014-15, the 2015-16, and the 2016-17 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Approve the 2014-15 Annual School District Budget.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 12, 2014
SUBJECT: Approve the Proposed Local Control Accountability Plan (LCAP) and Associated Expenditures for the 2014-2015 School Year

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 and the second public hearing was conducted on Tuesday, June 10, 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 District requests approval from the Governing Board for the proposed LCAP and the funding expenditures associated with the plan for the 2014-2015 school year.

FUNDING: No funding is required for this agenda item, but the board approval will impact budget decisions in the 2014-2015 school year.

RECOMMENDATION: Approve the Proposed the Local Control Accountability Plan (LCAP) and Associated Expenditures for the 2014-2015 School Year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 27, 2014
SUBJECT: Adopt Resolution #13-25, Authorizing and Defining Names to Sign Orders on School District Funds

BACKGROUND: Pursuant to Education Code Sections 42632 through 42666, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff.

Pursuant to Education Code Sections 42632 through 42666, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution # 13-25, authorizing and/or removing designated employees signatures, will be mailed to their office following the regularly scheduled Board Meeting of June 24, 2014.

RATIONALE: As directed by Education Code Sections 42632 through 42666 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution # 13-25, Authorizing and Defining Names to Sign Orders on School District Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 13-25**

**Resolution Authorizing and Defining Names to Sign Orders on
School District Funds**

WHEREAS, pursuant to Sections 42632 through 42666, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

WHEREAS, by Resolution # 97-30, dated May, 1998, certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

NOW, THEREFORE BE IT RESOLVED, pursuant to Education Code Sections 42632 through 42666, and by Resolution # 13-25, the Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed on behalf of the Tracy Unified School District:

Brian Stephens, Superintendent
Casey J. Goodall, Associate Superintendent, Business Services
S. Reed Call, Director, Financial Services
Sheila Harrison, Assistant Superintendent, Educational Services and Human Resources
Linda Dopp, Director, Alternative Programs
Bonny Carter, Director, Facilities Development and Planning
Gary Jayne, Director, Materials Management/Warehouse (Purchase orders only)
John Heerema, Director, Transportation Services (Transportation contracts only)

BE IT FURTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

PASSED, ADOPTED, AND CERTIFIED THIS 24TH DAY OF JUNE, 2014, BY THE FOLLOWING VOTE:

AYES: NOES: ABSENT: ABSTAIN:

Attest:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District
169



TRACY UNIFIED SCHOOL DISTRICT
VERIFICATION OF AUTHORIZED SIGNATURES

BRIAN STEPHENS, SUPERINTENDENT

CASEY J. GOODALL, ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

S. REED CALL, DIRECTOR, FINANCIAL SERVICES

SHEILA HARRISON, ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES
AND HUMAN RESOURCES

LINDA DOPP, DIRECTOR, ALTERNATIVE PROGRAMS

BONNY CARTER, DIRECTOR, FACILITIES DEVELOPMENT AND PLANNING

GARY JAYNE, DIRECTOR, MATERIALS MANAGEMENT/WAREHOUSE (Purchase
orders only)

JOHN HEEREMA, DIRECTOR, TRANSPORTATION SERVICES (Transportation
contracts only)

VERIFICATION:

I, Ted Guzman, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the Counties of San Joaquin and Alameda, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

CLERK
BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT

DATE:



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: June 16, 2014
SUBJECT: **Approve Resolution No. 13-26 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services**

BACKGROUND: The Board has approved resolutions each year since June 2006 designating the Associate Superintendent of Business Services to act on behalf of the governing Board to approve Notice of Completions, approve change orders, sign contracts, and accept and/or reject bids. Based on our need to act on construction projects in a timely manner, we are requesting that the Associate Superintendent of Business Services be authorized to act on behalf of the governing Board on matters pertaining to the acceptance and/or rejection of bids for goods and services, the execution of contracts on behalf of the District, the execution of contract/agreements with consultants and contractors selected on a qualifications based criteria, and to approve Notice of Completions and Change Orders. This year the Facilities Department is expecting to award several contracts, primarily in order to start summer work on maintenance/deferred maintenance projects; including although not limited to, roofing repairs/replacement at several school sites and window framing repairs/replacement at several school sites. The Facilities Department also anticipates awarding contracts for Measure E & Measure S projects; including but not limited to, work to be performed at the Monte Vista baseball fields. Two Board members will be contacted for approval on items over \$50,000.

RATIONALE: Approval of this resolution will allow the Facilities Development Department to continue to accept bids, enter into contracts, enter into agreements based upon qualifications, close projects and make payments in a timely manner.

FUNDING: Various funding sources including: Deferred Maintenance, State School Facility Building Program, Unrestricted Facilities General Fund, General Fund, Redevelopment, and Local Bonds.

RECOMMENDATIONS: Approve Resolution No. 13-26 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent of Business Services

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. No. 13-26**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL
DISTRICT AUTHORIZING THE GOVERNING BOARD TO DELEGATE POWERS TO THE
ASSOCIATE SUPERINTENDENT OF BUSINESS SERVICES**

WHEREAS, Education Code section 35161, allows the governing board of any school district to delegate the execution of the powers delegated to it by law to the board or the district of which it is the governing board, to an officer or employee of the district;

WHEREAS, Education Code section 17604, provides for the power to contract invested in the governing board by education code to be delegated to the superintendent or any persons that he or she may designate;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **rejecting** a bid when a valid protest is received or when informalities or irregularities exist in the bid documents or process, and when advised by an attorney and when waiting until the next scheduled board meeting would significantly impact the cost or schedule of a project;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **accepting bids, execution of contracts and acceptance of substitution requests** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **approving the Notice of Completion (NOC)** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **approving Change Orders** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, no contract made pursuant to the delegation and authorization shall be valid, until approved or ratified by the governing board and evidenced by a motion of the governing board as duly passed and adopted;

NOW, THEREFORE BE IT RESOLVED that the Associate Superintendent for Business Services be and is hereby appointed and authorized to act on behalf of the governing board as a delegate of the governing board and is directed to act on the on matters pertaining to the acceptance and or rejections of bids for goods and services, the execution of contracts on behalf of the District, and approval of Notice of Completions and Change Orders;

BE IT FUTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board containing the signature of the authorized agent be sent to the County Superintendent of Schools and the Audit/Controller of San Joaquin County.

APPROVED, PASSED AND ADOPTED this 24th day of June, 2014 by the Board of Trustees of the Tracy Unified School District, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: June 16, 2014
SUBJECT: Adopt 2014-2015 Middle School (6-8) Student Handbook

BACKGROUND: The Tracy Unified School District Board approved the Middle School (6-8) Student handbook on May 28, 2013. This handbook contains various rules and policies that allow Tracy Unified Schools to provide a safe environment. On January 1, 2014, several laws were enacted that changed discipline procedures that would require the revision of current Middle School (6-8) Student Handbook.

RATIONALE: Revise Middle School (6-8) Student Handbook to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT) and to add interventions outlined in E.C. 48900.5, progressive discipline steps and to make language consistent in the Handbook, Board Policy and California Education Code.

This revision complies with District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt 2014-2015 Middle School (6-8) Student Handbook.

Prepared by: Sam Strube, Director of Student Services & Curriculum

Changes to be made to the Middle School Student Handbook for the 2014-15 School Year

In-House Suspension

In House Suspension is provided as a disciplinary consequence in lieu of suspension and is offered as needed. Teachers shall provide all assignments and tests that the pupil will miss while serving in our In House Suspension (Education Code 48911.1).

~~Support Room is a classroom learning center where students are required to work independently. Support Room is used as an administrative placement in lieu of suspension. It is offered as needed. Students with excessive support room placements are subject to suspension. Students may request to make up work missed due to placement in Support Room. The teacher shall provide all assignments and tests that the pupil will miss while serving in Support Room (Education Code 48911.1).~~

Because the Tracy Unified School District is not using the Support Room as part of its disciplinary system, the following adjustments have been made:

Reason: Insert “In-House Suspension” language in place of “Support Room” language. We no longer have Support Room.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
3. Fighting: EC-48900 (a) Mutual combat in which both parties have contributed to the situation by verbal and/or physical action; or when a fight has been provoked by one person. Physical injury to another student.	1-5 day suspension, Possible recommendation for expulsion Placed on Fight Contract. Possible Police Contact which may result in citation or arrest by T.P.D. and possible police contact. *Fight Contract implemented	If a Fight Contract was NOT implemented for first fight: 3-5 day suspension; possible recommendation for expulsion and student placed on a Fight Contract. If a Fight Contract WAS implemented for first fight: 5 day suspension and recommendation for expulsion. Possible Police Contact which may result in citation or arrest by T.P.D. and possible police contact. *Fight Contract implemented	3- 5 day suspension and possible recommendation for expulsion. Police Contact which may result in citation or arrest by T.P.D. and police contact. *Fight Contract implemented	5 day suspension and possible recommendation for expulsion Police Contact which may result in citation or arrest by T.P.D. and police contact.

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board Policy and CA Ed Code.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Property Damage: EC-48900 (f) Cause or attempt to cause damage to school or private property including graffiti.	Restitution, Warning, Detention, Admin Detention, In- House Suspension Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Alternative Intervention as per EC 48900.5, Restitution and detention, Administrative Detention, or police contact.	Restitution, In-House Suspension, 1-5 day Suspension, , Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. 1-5 day suspension; restitution; possible police contact; possible recommendation for expulsion.	Restitution, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. 3-5 day suspension; restitution; possible police contact; possible recommendation for expulsion.	Restitution, 5 day Suspension, Recommended for Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. 5-day suspension and recommendation for expulsion, restitution and police notification.

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Theft: EC-48900 (g) The taking of school or personal property without permission.	Restitution, Warning, Detention, Admin Detention, In- House Suspension, Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in	Restitution, 2-5 day suspension, and Possible Recommendation for Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. 2-5 day suspension; restitution, and recommendation for expulsion; Possible	Restitution, 3-5 day suspension and possible recommendation for expulsion, Police Contact which may result in citation or arrest by T.P.D. and police notification.	Restitution, 5 day suspension and recommendation for expulsion. Police Contact which may result in citation or arrest by T.P.D. restitution and police notification.

	<p>citation or arrest by T.P.D.</p> <p>Alternative Intervention as per EC 48900.5 Possible Citation/Arrest by T. P.D.</p>	Citation/Arrest by T. P.D.		
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Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Tobacco: EC-48900 (h) Possession or use of tobacco.	<p>Parent/ Guardian contact and Warning, Detention, Admin Detention</p> <p>Alternative Intervention as per 48900.5; possible restitution and detention; Administrative Detention;</p>	<p>1 day suspension, Parent Conference</p> <p>restitution; recommendation for expulsion; police contact.</p>	<p>3 day suspension, Referral to Prevention Services.</p> <p>restitution; recommendation for expulsion; police contact.</p>	5 day suspension.

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
1. Pornography/Vulgarity/Profanity/Obscene Acts Possession of or displaying of pornography, language or gestures that are not publicly acceptable. (EC 48900 i)	<p>Warning, Detention, Admin Detention, In- House Suspension, Parent Communication, 1-5 day Suspension</p> <p>Detention; Administrative Detention or suspension.</p>	<p>Admin Detention, In-House Suspension, Parent Conference, 1-5 day Suspension</p> <p>1-5 day suspension.</p>	<p>1-5 day Suspension</p> <p>2-5 day suspension.</p>	3-5 day suspension and possible recommendation for expulsion.
2. Verbal Abuse Students use of abusive language, profanity, or	Warning, Detention, Admin Detention, In-	In-House Suspension, Parent Conference, 1-5	Five (5) day suspension and possible	

vulgarity (EC 48900 i)	House Suspension, Parent Conference, 1-5 day Suspension Parent Contact; Alternative Intervention as per EC48900.5	day Suspension 1-5 day suspension and possible recommendation for expulsion.	recommendation for expulsion.	
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Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Maximum</u>
Drug Paraphernalia: EC-48900 (j) Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.	Confiscation of item, Parent/ Guardian Conference and In-School Suspension Parent conference; Alternative Intervention as per EC 48900.5; Possible six week substance abuse counseling program.	Confiscation of item Six week substance abuse counseling program. 1-5 day suspension and possible recommendation for expulsion.	Confiscation of item Minimum five (5) day suspension and recommendation for expulsion.

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
3. Detention: EC-48900 (k) Failure to serve detention without valid written excuse.	Administrative Detention, Parent Contact or 1 day suspension.	Administrative Detention Parent Contact or 1 day suspension.	Administrative Detention, Parent Conference or 2-5 day suspension.	1-5 day suspension.
Failure to serve administrative detention or violation of administrative detention rules and regulations.	1 day suspension.	1 day suspension.	1-2 day suspension.	2-3 day suspension.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
4. Defiance of Authority: EC-48900 (k) A. Refusal and/or repeated failure to follow school rules and regulations and/or severe disruption of school	Warning, Detention, Admin Detention, In-House Suspension Parent	Admin Detention, In-House Suspension Parent Conference, 1-5 day	1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or	2-5 day Suspension, Possible Expulsion. Possible Police Contact which may result in citation or

activities.	Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D.	Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D.	arrest by T.P.D.	arrest by T.P.D.
B. Refusal to take direction from a staff member or other responsible adult, including substitutes.			Administrative decision which could include one of the following: warning, Parent Conf.	Administrative decision which could include one of the following: warning, Parent Conf.
C. Extreme defiance of authority and/or verbal abuse towards an adult.			Administrative detention, Saturday School, In-House suspension, or 1-5 day Suspension or teacher suspension	Administrative detention, Saturday School, In-House suspension, or 1-5 day Suspension or teacher suspension and recommendation for expulsion.
D. Unauthorized presence on a school campus.	Alternative Intervention as per EC 48900.5, Detention, Administrative Detention	Administrative decision which could include one of the following: warning, Parent Conf. Administrative detention, In-House suspension, or 1-5 day Suspension or teacher suspension		
5. Disruptive and/or Safety Items: EC-48900 (k) Including but not limited to: rubber bands, matches, balloons, squirt guns, toy guns, electronic devices, laser lights, sunglasses in class, felt marking devices, cap guns, poppers, correction fluid, marking devices, aerosol cans, glass bottles, lighters, hats, radios, tape recorders, noise making devices, skateboards, roller blades, dice, gum, shoe skates, sports gloves, scooters, etc.	Item confiscated, warning, possible detention, and parent may have to pick up item. Parent Contact	Item confiscated, Admin Detention, In-House Suspension Parent Conference Unit confiscated, possible detention, and parent must pick up item. 1-5 day suspension, restitution, and possible recommendation for expulsion.	Item confiscated, 1-5 day Suspension Confiscation and parent must pick up item, Administrative Detention or 1-5 day suspension. See: "Defiance of Authority." 3-5 day suspension, restitution, and possible recommendation for expulsion.	Item confiscated, 2-5 day suspension, and possible recommendation for expulsion.
6. Dress Code: EC-48900 (k) Parents are responsible for sending their child to school dressed in a fashion which does not distract from the instructional process. Students are expected to dress within the guidelines outlined in the Student Handbook.*	Warning/change clothes.	Change clothes, parent contact, Administrative detention.	Change clothes; Administrative Detention, In-House Suspension and/or 1-5 day suspension from school.	1-5 day suspension and possible recommendation for expulsion.

*Note: UGAP clothing is prohibited at all times.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
10. Forgery: EC-48900 (k)	Restitution, Warning, Detention, Admin Detention,	Admin Detention, In-House Suspension, Parent Conference,	1-5 day Suspension and possible recommendation for	5 day suspension, recommendation for expulsion.

	Parent Contact Alternative Intervention as per EC 48900.5	Possible 1 Day Suspension 1-day In-House suspension or 1-5 day suspension	expulsion.	
11. Food Fight: EC-48900 (k)	1-5 day suspension, 9 Week Social Probation	1-5 day suspension, 9 Week Social Probation, possible recommendation for expulsion.	5 day suspension; Possible recommendation for expulsion.	5 day suspension, recommendation for expulsion.

15. Impedance of Directives: EC-48900 (k) A student, who obstructs, delays, impedes or fails to follow the directives of school personnel who are attempting to control a situation and/or maintain a safe school. engaged in the performance of their duties.	Warning, Detention, Admin Detention, In-House Suspension, Parent Conference Warning Parent Contact; Alternative Intervention as per EC 48900.5 Possible contact TPD.	Warning; In-House Suspension, Parent Conference, 1-5 day Suspension, Possible Expulsion	1-5 day suspension and recommendation for expulsion.	1-5 day suspension and recommendation for expulsion.
16. Inappropriate Displays of Affection: EC-48900 (k) Physical, verbal, or written contact between students that is not appropriate for public places.	Warning, Detention, Admin Detention, In-House Suspension Parent Contact Warning, parent contact or administrative detention and possible suspension.	Detention, Admin Detention, In-House Suspension Parent Conference, 1day Suspension Parent contact or administrative detention and possible suspension.	1-2 day Suspension Parent contact, 1-3 day suspension.	2-5 day Suspension Parent contact, 3-5 day suspension.
17. Identification Students shall wear their I.D. card or Student Body card on a school-approved lanyard around their neck while on school grounds and all school related activities. I.D. must be visible at all times. Penalty will restart at the beginning of each	Warning Parent Contact; Alternative Intervention as per EC 48900.5	Detention, Admin Detention, In-House Suspension Parent Contact In-School suspension and/or	In-House Suspension Parent Conference Administrative detention Consequence for not serving administrative	1 day Suspension All-day In-House suspension. Each subsequent offense: Follow Progressive Discipline for (k)

new quarter/trimester. ** Students turn in lanyard at end of year or when suspended to the office. If new to a TUSD site, student will be given a "new student" badge. (EC 48900 k)		home suspension.	detention: In-School suspension and/or home-suspension.	1-day home suspension
23. Out of class without an acceptable hall pass during class time: EC-48900 (k)	Administrative Detention; 1-5 days detention.	Administrative Detention or 1 day suspension.	Administrative Detention or 1-2 days suspension.	Possible referral to SARB 9 Week Social Probation , and Administrative Detention or 1-5 days suspension.

NOTE: Students are allowed to have cell phones while on campus. However they must be turned off and appropriately out of sight. Students are not to check voicemail, text message, or turn on phones during the school day.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
24. Roughhousing, wrestling, chasing, running in the halls, etc.: EC-48900 (k)	Detention, Administrative Detention, or possible 1 day suspension.	Detention, Administrative Detention or possible 1-5 day suspension.	1-5 day suspension.	3 2-5 day suspension, possible recommendation for expulsion.
25. Tardies: EC-48900 (k) Over 30 minutes.	Letter home, Administrative Detention.	Letter home, Administrative Detention.	Letter home, Administrative Detention.	Letter home, Administrative Detention; DART meeting, and/or referral to SARB, or 1-5 day suspension.
26. Truancies or cutting classes for more than 30 minutes: EC-48900 (k)	Administrative Detention, parent notification and/or suspension.	Administrative Detention, parent notification, 9 weeks Social Probation and/or suspension.	Administrative Detention, parent notification, possible referral to SARB, 9 weeks Social Probation and/or suspension.	Administrative Detention, parent notification, 9 weeks Social Probation, referral to SARB and/or suspension.
27. Violation of Suspension: EC-48900 (k) Physically present on the school campus at any time, in the immediate vicinity of school premises, or at a school - sponsored activity while suspended from school. NOTE: Per Penal Code 626.2: "No student can be on campus during suspension."	1-5 day Suspension.	2 -5 day suspension.	3-5 day suspension.	3-5 day suspension and recommendation for expulsion.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>
29. Computer Usage	Warning,	Admin	1-5 day suspension

Any unauthorized personal/disruptive use of computers such as playing games, listening to music, sending or receiving emails, posting messages to message boards or message centers, or downloading files or programs. (EC 48900 k)	Detention Parent Contact; Alternative intervention as per 48900.5. Computer privileges revoked as per TUSD User Agreement policy.	Detention, In-House Suspension Parent Conference Possible 1-2 days In-House suspension and loss of privileges for the remainder of the quarter.	from school; possible expulsion and loss of privilege for remainder of school year.	
30. Inappropriate Displays of affection	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Physical, verbal, or written contact between students that is not appropriate for public places (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension Parent Contact Parent contact; Alternative interventions as per EC 48900.5	Admin Detention, In-House Suspension Parent Conference, Parent contact, assign All-Day In-House.	Parent contact; 1-3 day suspension.	Parent contact; 2-5 day suspension.
31. Unauthorized presence on a school campus (EC 48900 k)	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
	Warning Parent Contact; Trespass letter home. Alternative intervention as per EC 48900.5	Admin Detention, In-House Suspension Parent Conference Warning Parent Contact Or 1-3 day suspension	1-5 day Suspension, Possible Police Contact which may result in citation or arrest by T.P.D. Report to School Resource Officer, 1-5 day suspension.	3-5 day Suspension, Possible Expulsion, Police Contact which may result in citation or arrest by T.P.D. Report to School Resource Officer, 3-5 day suspension, or possible expulsion

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Cell Phones

Cell phones and MP3/iPod digital music players are allowed on the school campus or school sponsored events under the following conditions:

1. During school hours, the cell phone and MP3/iPod digital music player must be powered off and in the student's backpack.
2. During class periods or assemblies, the cell phone and MP3/iPod digital music player must be turned off and out of visual sight in classrooms, assemblies, and in

any other learning environment. Cell phones may not be used for any reason (including talking, listening, ringing, text messaging, checking the time, taking pictures, etc.) and must be powered off except with a classroom teacher's expressed permission per BP/AR 6163.4.

3. Students displaying or using cell phones or MP3/iPod digital music players in the classroom or inappropriately will be subject to disciplinary measures and be considered in defiance.
4. ~~Investigation of Theft of any~~ **prohibited** electronic device will not be investigated by school personnel; however, parents may file a theft report with the local police department.

Reason: Grammatical change.

Tracy Unified School District Middle School Fight Contract

Student's Name _____ DOB _____

School: _____ Grade _____ SASI ID# _____ Parent's Primary Language _____

The student named on this No Fight Contract recently engaged in a fight with another student while under the school's jurisdiction. The action of fighting is a violation of Education Code 48900 (a)(1) and/or (a)(2) and the Middle Schools' Student Conduct Code. These rules regarding student conduct state:

When a student has been involved in one fight in any year of his/her Middle school career, the administration shall initiate significant interventions by **REQUIRING** parent and student to attend a meeting at school to review and sign a Fight Contract and a refer the student to conflict management and /or a school counselor upon student's return to school from suspension. Additionally, a student suspended for fighting shall be placed on social probation for 45 school days.

Students, who are involved in two (2) fights in any academic year of Middle School and for whom a "NO FIGHTING CONTRACT" has been executed, shall be recommended for expulsion unless the principal finds that expulsion is inappropriate due to the particular circumstances.

As the student named on this Fight Contract, I have been informed by the school's administration:

- That fighting is prohibited while on school grounds; while going to or coming from school; during the lunch period whether on or off the campus; and during, or while going to or coming from, a school-sponsored activity.
- That there are decisions I can make to avoid fighting, including, but not limited to, refusing to engage in verbal or non-verbal conduct that may lead to fighting; walking away from a situation; going to an administrator, counselor, or other school official for assistance; refusing to go to a fight/conflict and refusing to associated with students who engage in verbally or physically aggressive behavior toward others.
- That if I am involved in another fight this school year, I will be recommended for expulsion.

Student's Signature _____ Date _____

As the parent/guardian of the student named on this Fight Contract, I have been informed by the school's administration that my child will be recommended for expulsion if he/she is involved in another fight this

school year. I also agree to discuss with my child the importance of following all school rules and treating others with respect.

Parent's Signature _____ Date _____

As a District interpreter, I explained this No Fighting Contract to the parent in his/her primary language.

District/Site interpreter's Signature _____ Date _____

As the Administrator implementing this No Fighting Contract, I have reviewed its contents with this student and his/her parent/guardian.

Administrator's Signature _____ Date _____

Note: Parent refused to sign this contract. _____ / _____

Administrator's Signature

Witness

Note: Student refused to sign this contract. _____ / _____

Administrator's Signature

Witness

THIS CONTRACT IS IN EFFECT REGARDLESS OF THE PARENT OR STUDENT REFUSING TO SIGN.

Reason: To make "Fight Contract" language transparent to students and parents and to make language consistent in Handbook, with Board policy and CA Ed Code.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: June 16, 2014
SUBJECT: Adopt 2014-2015 High School Student Handbook.

BACKGROUND: The Tracy Unified School District Board approved the High Student Handbook on May 28, 2013. This handbook contains various rules and policies that allow Tracy Unified Schools to provide a safe environment. On January 1, 2014, several laws were enacted that changed discipline procedures that would require the revision of the current High School Student Handbook.

RATIONALE: Revise the High School Student Handbook to keep it current with the existing California Education Codes, laws, and California School Advisory Board (GAMUT) and to add interventions outlined in E.C. 48900.5, progressive discipline steps and to make language consistent in the Handbook, Board Policy and California Education Code.

This revision complies with District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: None

RECOMMENDATION: Adopt 2014-2015 High School Student Handbook.

Prepared by: Sam Strube, Director of Student Services & Curriculum

Changes to be made to the High School Student Handbook for the 2014-15 School Year

ATHLETICS

Athletic Transportation Fees

~~Students participating in extra-curricular athletics must pay a transportation fee. There will be a flat fee of \$150 per student for each sport played.~~

~~All transportation fees need to be paid by the following dates:~~

- ~~— Fall Sports: — by September 1~~
- ~~— Winter Sports: — by December 1~~
- ~~— Spring Sports: — by March 1~~

Fee Exceptions:

~~Students may complete a waiver form to qualify for exemption (free), or reduction in transportation fees. Proof of eligibility must be shown to the bookkeeper at the time of payment. Waiver applications for transportation may be obtained at the school office. NO STUDENT WILL BE EXCLUDED FROM TRANSPORTATION IN AN ACTIVITY DUE TO A FINANCIAL INABILITY TO PAY THE FEE.~~

~~Refunds will NOT BE MADE if a student leaves the team for disciplinary, eligibility or voluntary reasons. Pro-rated refunds will be made for involuntary special circumstances, subject to the Principal's approval. For further information please contact the Budget Manager's Office at 830-3370 ext. 3026.~~

Reason: CA Ed Code 49011. (a) A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. 49010 (a) "Educational activity" means an activity offered by a school, school district, charter school, or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

Cell Phones

Cell phones and MP3/iPod digital music players are allowed on the school campus and at school sponsored events under the following conditions:

1. ~~During school hours, cell phones and MP3/iPod digital music players must may be used BEFORE SCHOOL, AFTER SCHOOL, AT LUNCH, AT BREAK, AND WALKING BETWEEN CLASSES before school, after school, at lunch, at break, and walking between classes.~~
2. During class periods or assemblies, the cell phone phones and MP3/iPod digital music player players, etc. must be turned off and out of visual sight in classrooms, assemblies, and in any other learning environment. Cell phones may not be used for any reason (including talking, listening, ringing, text messaging, checking the time, taking pictures, etc.) and must be powered off except with a classroom teacher's expressed permission per BP/AR 6163.4.
3. Students displaying or using cell phones or MP3/iPod digital music players in the classroom or inappropriately will be subject to disciplinary measures and be considered in defiance.
4. ~~Investigation of Theft of any electronic device prohibited electronic items~~ will not be investigated by school personnel; however, parents may file a theft report with the local police department.

Reason: Grammatical errors.

Fees and Fines

At the conclusion of each school year, all fees for lost books and/or library material are reported to the library. All other fees **and debts including negative balances on student meal accounts** are reported to the Bookkeeper's Office. Students then receive a bill for these fees with the registration packets. Students must clear these fees prior to the beginning of the school year.

Reason: To collect debts from students who accrue debts from Food Services department.

Gender Equity

All students attending Tracy Unified School District have equitable access to **facilities**, opportunities to participate in and benefit from high quality curricular and extra-curricular activities regardless of gender, **gender identity**, race, ethnicity, physical disabilities, or national origin.

Reason: To be consistent with the new AB 1266 language.

Disrupting a Learning Activity

Students have the right to concentrate on learning activities without being interrupted. Please do not bring to school any disruptive ~~articles such as electronic devices (including but not limited to iPods, MP3 players, PSP games, CD players, pagers), skateboards, skates, etc~~ **or prohibited items**. Administrators and teachers will confiscate these items and ask parents to pick them up. No pets or other animals are allowed on campus. This includes, but is not limited to, reptiles, birds, insects, and fish.

Reason: Remove outdated technology.

~~Cell phones are allowed on the school campus and at school sponsored events under the following conditions:~~

- ~~• During class time, the cell phone must be turned off and out of visual sight unless the teacher allows its use for instructional purposes. Teachers have included an in-class cell phone policy in the syllabus for each class.~~
- ~~• Students displaying or using cell phone in violation of a teacher's class policy will be subject to disciplinary measures and could be considered in defiance.~~

Reason: Policy is located elsewhere in handbook.

EDUCATION CODE 48900

~~Students who are involved in two (2) fights in any academic year or high school students who~~
~~are~~

~~involved in three (3) fights within their high school career (grades 9-12) and for whom a NO FIGHTING CONTRACT has been executed, shall be recommended for expulsion unless the~~
~~principal~~

~~finds that expulsion is inappropriate due to circumstances.~~

~~First fight: suspension and Fight Contract signed.~~

~~Second fight: Suspension and possible recommendation for expulsion with restrictions implemented. (Principal may request suspended expulsion)~~

~~Third fight: Suspension and expulsion recommended.~~

Reason: Inserting actual Fight Contract in "Documents" section of handbook.

I. Agitation Inciting Violence. Threats subject but not limited to verbal, written or physical; possession or creation of slam-books, pictures, poems, or stories depicting bodily injury toward student or staff, participation in birthday punches or other such inappropriate hitting or touching. (EC 48900 a)	Conference with student. Parent/guardian contact and; 1-5 day suspension	3-5 day suspension. No Fighting Contract; Possible recommendation for expulsion as per TUSD	3-5 day suspension and Recommendation for Expulsion	
II. Fighting Mutual combat in which both parties have contributed to the situation by verbal and/or physical action; or when a fight has been provoked by one person. (EC 48900 a)	3-5 day suspension and possible recommendation for expulsion. Placed on 45 day Social Probation. Placed on Fight Contract. Police Contact which may result in citation or arrest by T.P.D.	5 day suspension Placed on additional 45 day Social Probation. Possible recommendation for expulsion. Police Contact which may result in citation or arrest by T.P.D. 3-5 day suspension and recommendation for expulsion with restrictions implemented.	5 day suspension and recommendation for expulsion. Police Contact which may result in citation or arrest by T.P.D.	

NOTE: When a student has been involved in a fight while under the school's jurisdiction, the administration shall initiate significant interventions by requiring parent and student to attend a meeting at school to review and sign a Fight Contract and a referral to conflict management and/or a school counselor upon the student's return to school from suspension. Additionally, a student suspended for fighting shall be placed on social probation for 45 school days.

Reason: Making 45 day Social Probation transparent to parents/students. To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Subsection (f) Caused or attempted to cause damage to school property or private property.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Maximum</u>	
I. Property Damage Caused or attempted to cause damage to school or private property. (EC 48900 f)	Restitution, Warning, Detention, Admin Detention, In-House Suspension Parent Conference, 1-5 day Suspension, Possible Expulsion,	Restitution, In-House Suspension, 1-5 day Suspension., Possible Expulsion, Possible Police Contact which may result in	Restitution, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D.	

	Possible Police Contact which may result in citation or arrest by T.P.D. Alternative Intervention as per EC 48900.5; Possible Citation/Arrest by T. P.D.	citation or arrest by T.P.D. 2-5 day suspension, restitution and possible recommendation for expulsion. 2-5 day suspension, Possible Citation/Arrest by T. P.D.	Five (5)-day suspension; restitution and recommendation for expulsion; Possible Citation/Arrest by T. P.D.	
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Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Subsection (g)

Stolen or attempted to steal school property or private property.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Maximum</u>	
I. Theft The taking of), or knowingly receiving, EC48900 (l) stolen school or private property without permission. (EC 48900 g)	Restitution, Warning, Detention, Admin Detention, In-House Suspension, Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Alternative Intervention as per EC 48900.5 Possible Citation/Arrest by T. P.D.	Restitution, 1 2-5 day suspension, and Possible Recommendation for Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Possible Citation/Arrest by T. P.D.	Restitution 5 day suspension, Recommendation for Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Possible Citation/Arrest by T. P.D.	

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Subsection (h)

Possessed or used tobacco, or any products containing tobacco or nicotine products, including but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her prescription products.

	<u>First Offense</u>	<u>Maximum</u>		
I. Tobacco Student possession or use of tobacco on school premises or at	Parent/ Guardian contact and Warning,	1-2 day suspension Parent Conference		

school-sponsored events is a violation of law and School Board policy and is not permitted. (EC 48900 h)	Detention, Admin Detention, Alternative Intervention as per EC 48900.5	Student conference; Parent/guardian contact;		
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Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Subsection (i) Committed an obscene act or engaged in habitual profanity or vulgarity.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Maximum</u>	
I. Pornography/Vulgarity/ Profanity/Obscene Acts Possession of or displaying of pornography, language or gestures that are not publicly acceptable. (EC 48900 i)	Warning, Detention, Admin Detention, In- House Suspension, Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Alternative Intervention as per EC 48900.5	Admin Detention, In- House Suspension 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. In-House suspension or 1- 5-day suspension; placed in Pro- Social Behavior Program	1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. 1-5 day suspension	
II. Verbal Abuse Students use of abusive language, profanity, or vulgarity (EC 48900 i)	Warning, Detention, Admin Detention, In- House Suspension, Parent Conference, 1-5 day Suspension, Possible Expulsion Parent Contact; Alternative Intervention as per EC 48900.5	1-5 day Suspension, Possible Expulsion, 3-5 day suspension and possible recommendation for expulsion.	5 day Suspension, Possible Expulsion, Five (5)-day suspension and possible recommendation for expulsion.	

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Subsection (j) Had unlawful possession of, or unlawfully offered, arranged or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Maximum</u>
I. Drug Paraphernalia Unlawful possession of or unlawfully offered, arranged or negotiated to sell any drug paraphernalia. (EC 48900 j)	Confiscation of item, Warning, Detention, Admin Detention, In-House Suspension Parent Conference, 1-3 day Suspension, Possible Police Contact which may result in citation or arrest by T.P.D. Parent conference; Alternative Intervention as per EC 48900.5; Possible six-week substance abuse counseling program.	2-5 day Suspension, Possible Six Week Substance Abuse Counseling Program, Possible Police Contact which may result in citation or arrest by T.P.D. 1-5 day suspension.	3-5 day Suspension, Possible Police Contact which may result in citation or arrest by T.P.D. 1-5 day-suspension

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Subsection (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

III. Closed Campus Policy Consequences for exiting campus without a valid pass (See closed campus policy for additional requirements and consequences) (EC 48900 k)	Warning, Detention, Parent/Guardian Notification Warning/Parent Contact; Alternative Intervention as per EC 48900.5	Admin Detention, In-House Suspension, Parent/Guardian Notification All Day In-House Suspension	1-3 day Suspension Three (3) day suspension *THS & WHS revoke privilege for off campus lunch pass for the current quarter and one additional quarter.	Recommendation to SARB.
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	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
IV. Defiance of Authority	Warning,	In-House	1-5 day Suspension,	2-5 day Suspension,

Refusal to follow school rules and regulations or take directions from a staff member, security or other responsible adult such as horseplay or failure to serve detention or Saturday School. (EC 48900 k)	<p>Detention, Admin Detention, In-House Suspension</p> <p>Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D.</p> <p>Parent Conference; Alternative Intervention as per EC 48900.5</p>	<p>Suspension</p> <p>Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D.</p> <p>Administrative decision which could include one of the following: warning, Parent Conf. Administrative detention, Saturday School, In-House suspension, or 1-5 day Suspension or teacher suspension</p>	<p>Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D.</p> <p>Administrative decision which could include one of the following: warning, Parent Conf. Administrative detention, Saturday School, In-House suspension, or 1-5 day Suspension or teacher suspension</p>	<p>Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D.</p> <p>Administrative decision which could include one of the following: warning, Parent Conf. Administrative detention, Saturday School, In-House suspension, or 1-5 day Suspension or teacher suspension and recommendation for expulsion.</p>
<p>V. Disruptive Devices</p> <p>Any student who possesses and/or throws any disruptive objects such as eggs, tortillas, other foods, water balloons, poppers, silly string, shaving cream, matches, lighters, etc. that are commonly used to disturb others or disrupt the educational process. (EC 48900 k)</p>	<p>Warning, Detention, Admin Detention, In-House Suspension</p> <p>Parent Conference</p>	<p>Admin Detention, In-House Suspension</p> <p>Parent Conference, 1-5 day Suspension</p> <p>1-5 day suspension, restitution.</p>	<p>3 2-5day suspension, restitution, and Possible recommendation for expulsion.</p>	<p>Five (5)day suspension, restitution, and recommendation for expulsion.</p>
<p>VI. Dress Code</p> <p>Parents are responsible for sending their child to school dressed in a fashion which does not distract from the instructional process. Students are expected to dress within the guidelines outlined in the Student Handbook. (EC 48900 k)</p>	<p>Warning/change clothes.</p>	<p>Change clothes, administrative detention.</p>	<p>Change clothes; administrative detention, In-House Suspension, Parent Conference, and/or 1-5 day suspension. from school</p>	<p>1-5 day suspension and possible recommendation for expulsion.</p>

*Note: Unauthorized group attire (UGAP) and paraphernalia are prohibited at all times.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Maximum</u>	
IX. Forged Documents Any document, note, ID. card or Off Campus pass that is altered, loaned, contains false information, has a forged signature, picture or phone call that has not been officially issued. (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension Parent Conference Parent Contact; Alternative Intervention as per EC 48900.5	Admin Detention, In-House Suspension Parent Conference, 1-5 day Suspension 1-day In-House suspension or 1-5 day suspension	1-5 day Suspension, and Possible recommendation for expulsion.	
	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
X. Gambling The playing of a game of chance for stakes (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension Parent Conference Parent Contact; Alternative Intervention as per EC 48900.5; Contact P.D.	In-House Suspension, Parent Conference One full day In-House suspension.	1-3 day suspension.	3-5 day suspension.
	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XI. Unauthorized Group Symbols When a student wears or carries any apparel, jewelry, accessory, notebook, or makes gestures that symbolize unauthorized group membership. (EC 48900 k) See Board Policy BP5136 and Administrative Regulation AR5136	Parent/ Guardian Contact; Alternative Intervention as per EC 48900.5 Student sent home to change clothes or provided with alternative clothing, Confiscation of unauthorized group-related jewelry accessory, notebook etc. items. Document counseling with a "Unauthorized Group Attire/ Paraphernalia Worksheet", Police Contact Placed on UGAP	Parent/Guardian conference and 1-5 day suspension. Police Contact	Parent/guardian contact; 5 day suspension. Report to law enforcement agency. Possible recommendation for expulsion. Police Contact	Parent/guardian contact; 5 day suspension and recommendation for expulsion. Report to law enforcement agency. Police Contact

	Contract and law enforcement contact.			
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	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XII. Identify Oneself to a School Employee (Failure to) (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension, Parent Conference Parent Contact; Alternative Intervention as per EC 48900.5	Admin Detention, In-House Suspension, Parent Conference, One-day In-House suspension.	1-5 day Suspension One-day suspension home.	2 4-5 day suspension and possible recommendation for expulsion.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Fourth Offense</u>
XIII. Identification (School) Students shall wear their I.D. card or Student Body card on a school-approved lanyard around their neck while attending school and all school related activities. I.D. must be visible at all times. Students who do not attend summer registration will have a grace period of no longer than the scheduled day of picture retakes to obtain a school ID. During this time, a school approved lanyard must still be worn by the student. Penalty will restart at the beginning of each new quarter. (EC 48900 k)	Warning Parent Contact; Alternative Intervention as per EC 48900.5	Administrative detention. Consequence for not serving administrative detention: In-House suspension and/or home suspension.	Administrative detention Consequence for not serving administrative detention: In-House suspension and/or home suspension.	All day In-House suspension; each subsequent offense: 1 day home suspension.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XIV. Impedance of Directives A student, who obstructs, delays, impedes or fails to follow the directives of school personnel who are attempting to control a situation and/or maintain a safe school. engaged in the performance of their duties. (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension, Parent Conference, 1-5 day Suspension Warning /Parent Contact; Alternative Intervention as per EC 48900.5	In-House Suspension, Parent Conference, 1-5 day Suspension, Possible Expulsion Warning; In-House suspension; 1-5 day suspension; and possible	1-5 day suspension and recommendation for expulsion. for expulsion.	1-5 day suspension and recommendation for expulsion.

	Possible contact TPD:	recommendation for expulsion		
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XV Running to fights or crowding around a fight or falsely reporting a fight	First Offense	Second Offense	Third Offense	Maximum
Intentionally running to, moving toward, or gathering around fights or falsely reporting fights that impede the ability of supervisors to control the situation and maintain a safe school. (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension, Parent Conference, 1-5 day Suspension Parent contact; alternative intervention as per EC 48900.5.	Admin Detention, In-House Suspension, Parent Conference, 1-5 day Suspension Parent contact; 1-2 day In-House suspension and/or 1-3 day suspension.	Parent contact; 3-5 day suspension	3-5 day Suspension, Possible Expulsion Parent contact; 3-5 day suspension and possible recommendation for expulsion
XVI. Inappropriate Symbols Wearing or carrying any apparel, jewelry, accessory or notebook with crude or vulgar lettering, printing pictures, symbols that depict drugs, tobacco, alcoholic beverages, or are sexually suggestive (EC 48900 k)	Student calls home for, or is provided a change of clothes. Parent contact; alternative intervention as per EC 48900.5 Student sent home to change clothes or provided with alternative clothing. Confiscation of jewelry, accessory notebook, etc.	Student calls home for, or is provided a change of clothes, administrative detention. Parent/guardian conference, In-House suspension or 1-5 days suspension.	Student calls home for, or is provided a change of clothes, In-House Suspension, Parent Conference, 1-5 day suspension. 1-5 day suspension.	1-5 day suspension. Five (5) day suspension

	First Offense	Second Offense	Third Offense	Maximum
XVII. Out of Class without an acceptable hall pass. (Student leaves class without permission.) (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension, Parent Notification Alternative intervention as per	In-House Suspension, Parent Conference Parent Contact; and assigned two hours Saturday School.	Parent Contact; 1-2 days home suspension.	Parent Contact; 2-5 day suspension from school.

	EC 48900.5. Parent Contact; and assigned two hours Saturday School.			
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	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XVIII. Electronic Devices Radios, cameras, CD players, e-cigarettes, and tape recorders, including, but not limited to, are NOT allowed on campus unless authorized by the school administration. Investigation of Theft of these prohibited items will not be investigated by school personnel; however, parents may file a theft report with the local police department. Students are allowed to have cell phones while on campus. (EC 48900 k)	Unit confiscated by school personnel and returned to the owner/parent via an Assistant Principal at the close of the school day.	Unit confiscated; Parents must contact the Assistant Principal's office and retrieve the item by the last day of school. Items not retrieved will be turned over to TPD for lost and found and disposal.	Unit confiscated; In-House suspension, or 1-3 day suspension and Parent to contact the Assistant Principal and retrieve the item by the last day of school. Items not retrieved will be turned over to Tracy PD for lost and found and disposal.	1-5 day suspension from school. Parent to contact the Assistant Principal and retrieve the item by the last day of school. Items not retrieved will be turned over to Tracy PD for lost and found and disposal.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XIX. Skateboards/Rollerblades Skateboards/rollerblades are not permitted on campus at any time. This restriction includes: riding of possession of or storage of a skateboard or rollerblades in a locker. (EC 48900 k)	Warning; unit Item confiscated and returned to student after school. Parent contact.	Warning; Admin Detention, Item confiscated for parent pick up. Parent Contact. and/or assigned detention/ a day of Saturday School.	Warning; In-House Suspension, Parent Conference, Item confiscated for parent pick up. Parent to contact school and/or In-House suspension.	1-5 day suspension from school. Item confiscated for parent pick up.
XX. Vehicle Violation	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Operating a motor vehicle in an unsafe fashion (reckless driving, speed contest, speeding, burning rubber) (EC 48900 k)	Warning, Detention, Admin Detention, In- House Suspension Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D.	1-5 day Suspension, Parent Conference, Loss of parking privileges for remainder of quarter, Possible Expulsion, Police Contact which may result in citation or arrest by	Parent contact; possible SRO citation, loss of parking privileges, 1-3 day suspension.	1-5 day Suspension, Possible Expulsion, Police Contact which may result in citation or arrest by T.P.D. Parent contact; possible SRO citation, loss of parking privileges, 3-5 day suspension.

	Warning, parent conference, possible citation by SRO.	T.P.D. Parent contact, possible SRO citation, possible loss of parking privileges.		
XXI. Violation of Suspension	<u>First Offense</u>	<u>Second Offense</u>	<u>Maximum</u>	
Physically present on the school campus at any time, in the immediate vicinity of school premises, or at a school - sponsored activity while suspended from school. <i>NOTE: Per Penal Code 626.2: "No student can be on campus during suspension."</i> (EC 48900 k)	1 day Suspension, Possible Police Contact which may result in citation or arrest by T.P.D. Parent contact; Alternative intervention as per EC 48900.5 Trespass letter sent to parents.	2-5 day Suspension, Police Contact which may result in citation or arrest by T.P.D. 1-5 day suspension	3-5 day Suspension, Police Contact which may result in citation or arrest by T.P.D. 3-5 day suspension and possible recommendation for expulsion.	

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XXII. Water guns, toy guns, laser pointers Water guns, toy guns, and laser pointers are not permitted at any time. (EC 48900 k)	Unit Item confiscated; Warning, Detention. Parent contact. Alternative intervention as per EC 48900.5	Unit Item confiscated for the duration of the school year and Admin Detention, Parent Notification or Conference possible contact TPD.	Unit Item confiscated for the duration of the school year and In-House Suspension, 1-2 day Suspension, 1-3 days suspension. Possible contact TPD.	Unit Item confiscated for the duration of the school year and 2-5 day suspension. Possible contact TPD.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XXIII. Computer Usage Any unauthorized personal/disruptive use of computers such as playing games, listening to music, sending or receiving emails, posting messages to message boards or message centers, or downloading files or programs. (EC 48900 k)	Warning Parent Contact; Alternative intervention as per 48900.5.	Detention, Admin Detention Possible 1-2 days In-House suspension and loss of privileges for the remainder of the quarter.	In-House Suspension, Parent conference 1-5 day suspension from school; possible expulsion and loss of privilege for remainder of school year.	1-5 day Suspension

XXIV. Inappropriate Displays of affection	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
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Physical, verbal, or written contact between students that is not appropriate for public places. (EC 48900 k)	Warning, Parent Contact Parent contact; Alternative interventions as per EC 48900.5	Admin Detention, Parent Contact Parent contact, assign All-Day In-House.	In-House Suspension, Parent Conference Parent contact, 1-3 day suspension.	1-5 day Suspension Parent contact, 3-5 day suspension.
XXVI. Unauthorized presence on a school campus	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
(EC 48900 k)	Warning, Admin Detention, In-House Suspension Parent contact Possible Police Contact which may result in citation or arrest by T.P.D. Trespass letter sent home. Warning Parent Contact; Alternative intervention as per EC 48900.5	In-House Suspension 1-5 day Suspension, Parent Conference, Possible Police Contact which may result in citation or arrest by T.P.D. Warning Parent Contact Or 1-3 day suspension	1-5 day Suspension, Police Contact which may result in citation or arrest by T.P.D. Report to School Resource Officer, 1-5 day suspension.	2-5 day Suspension, Possible Expulsion, Police Contact which may result in citation or arrest by T.P.D. Report to School Resource Officer, 3-5 day suspension, or possible expulsion
XXVII. Videotaping fights or other violations of school rules	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	
A student who photographs, videotapes, records, reproduces or posts images of violation of school rules. (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension Parent Conference, 1-5 day Suspension, Item confiscated by school personnel and returned to parent. Possible Police Contact which may result in citation or arrest by T.P.D. Parent Contact; Alternative intervention as per EC 48900.5; Unit	Admin Detention, In-House Suspension Parent Conference, 1-5 day Suspension, Item confiscated by school personnel and returned to parent. Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D.	1-5 day Suspension, Item confiscated by school personnel and returned to parent. Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Parent Contact; Unit confiscated; 1-5 day suspension; possible recommendation for expulsion.	

		Parent Contact; Unit confiscated; In-House suspension.		
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Subsection (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

NOTE: Students may be suspended from school when they have willfully defied the valid authority of supervisors, teachers, administrators, school officials or other school personnel engaged in the performance of their duties.

	First Offense	Second Offense	Third Offense	Maximum
III. Closed Campus Policy Consequences for exiting campus without a valid pass (See closed campus policy for additional requirements and consequences) (EC 48900 k)	Warning, Detention, Parent/Guardian Notification Warning/Parent Contact; Alternative Intervention as per EC 48900.5	Admin Detention, In-House Suspension, Parent/Guardian Notification All Day In-House Suspension	1-3 day Suspension Three (3) day suspension *THS & WHS revoke privilege for off campus lunch pass for the current quarter and one additional quarter.	Recommendation to SARB.

	First Offense	Second Offense	Third Offense	Maximum
IV. Defiance of Authority Refusal to follow school rules and regulations or take directions from a staff member, security or other responsible adult such as horseplay or failure to serve detention or Saturday School. (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Parent Conference; Alternative Intervention as per EC 48900.5	In-House Suspension Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Administrative decision which could include one of the following: warning, Parent Conf. Administrative detention,	1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Administrative decision which could include one of the following: warning, Parent Conf. Administrative detention, Saturday School, In-House suspension, or 1-5 day Suspension or teacher suspension	2-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Administrative decision which could include one of the following: warning, Parent Conf. Administrative detention, Saturday School, In-House suspension, or 1-5 day Suspension or teacher suspension and recommendation for expulsion.

		Saturday School; In-House suspension, or 1-5 day Suspension or teacher suspension		
V. Disruptive Devices Any student who possesses and/or throws any disruptive objects such as eggs, tortillas, other foods, water balloons, poppers, silly string, shaving cream, matches, lighters, etc. that are commonly used to disturb others or disrupt the educational process. (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension Parent Conference	Admin Detention, In-House Suspension Parent Conference, 1-5 day Suspension 1-5 day suspension; restitution;	3 2-5 day suspension, restitution, and Possible recommendation for expulsion.	Five (5) day suspension, restitution, and recommendation for expulsion.
VI. Dress Code Parents are responsible for sending their child to school dressed in a fashion which does not distract from the instructional process. Students are expected to dress within the guidelines outlined in the Student Handbook. (EC 48900 k)	Warning/change clothes.	Change clothes; administrative detention.	Change clothes; administrative detention, In-House Suspension, Parent Conference, and/or 1-5 day suspension. from school	1-5 day suspension and possible recommendation for expulsion.

*Note: Unauthorized group attire (UGAP) and paraphernalia are prohibited at all times.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Maximum</u>	
IX. Forged Documents Any document, note, ID. card or Off Campus pass that is altered, loaned, contains false information, has a forged signature, picture or phone call that has not been officially issued. (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension Parent Conference Parent Contact; Alternative Intervention as per EC 48900.5	Admin Detention, In-House Suspension Parent Conference, 1-5 day Suspension 1 day In-House suspension or 1-5 day suspension	1-5 day Suspension, and Possible recommendation for expulsion.	
	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
X. Gambling The playing of a game of chance for stakes (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension Parent	In-House Suspension, Parent Conference	1-3 day suspension.	3 2-5 day suspension.

	Conference Parent Contact; Alternative Intervention as per EC 48900.5; Contact P.D.	One full day In-House suspension.		
	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XI. Unauthorized Group Symbols When a student wears or carries any apparel, jewelry, accessory, notebook, or makes gestures that symbolize unauthorized group membership. (EC 48900 k) See Board Policy BP5136 and Administrative Regulation AR5136	Parent/ Guardian Contact; Alternative Intervention as per EC 48900.5 Student sent home to change clothes or provided with alternative clothing, Confiscation of unauthorized group-related jewelry-accessory, notebook etc. items. Document counseling with a “Unauthorized Group Attire/ Paraphernalia Worksheet”, Police Contact Placed on UGAP Contract and law enforcement contact.	Parent/guardian conference and 1-5 day suspension. Police Contact	Parent/guardian contact. 5 day suspension. Report to law enforcement agency. Possible recommendation for expulsion. Police Contact	Parent/guardian contact. 5 day suspension and recommendation for expulsion. Report to law enforcement agency. Police Contact

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XII. Identify Oneself to a School Employee (Failure to) (EC 48900 k)	Warning, Detention, In-House Suspension, Parent Conference Parent Contact; Alternative Intervention as per EC 48900.5	Admin Detention, In-House Suspension, Parent Conference, One day In-House suspension.	1-5 day Suspension One day suspension home.	2 4-5 day suspension and possible recommendation for expulsion.
	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Fourth Offense</u>
XIII. Identification (School) Students shall wear their I.D. card	Warning	Administrative detention.	Administrative detention	All day In-House suspension; each

or Student Body card on a school-approved lanyard around their neck while attending school and all school related activities. I.D. must be visible at all times. Students who do not attend summer registration will have a grace period of no longer than the scheduled day of picture retakes to obtain a school ID. During this time, a school approved lanyard must still be worn by the student. Penalty will restart at the beginning of each new quarter. (EC 48900 k)	Parent Contact; Alternative Intervention as per EC 48900.5	Consequence for not serving administrative detention: In-House suspension and/or home suspension.	Consequence for not serving administrative detention: In-House suspension and/or home suspension.	subsequent offense: 1 day home suspension.
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	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XIV. Impedance of Directives A student, who obstructs, delays, impedes or fails to follow the directives of school personnel who are attempting to control a situation and/or maintain a safe school. engaged in the performance of their duties. (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension, Parent Conference, 1-5 day Suspension Warning /Parent Contact; Alternative Intervention as per EC 48900.5 Possible contact TPD.	In-House Suspension, Parent Conference, 1-5 day Suspension, Possible Expulsion Warning; In-House suspension; 1-5 day suspension; and possible recommendation for expulsion	1-5 day suspension and recommendation for expulsion.	1-5 day suspension and recommendation for expulsion.

XV Running to fights or crowding around a fight or falsely reporting a fight	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Intentionally running to, moving toward, or gathering around fights or falsely reporting fights that impede the ability of supervisors to control the situation and maintain a safe school. (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension, Parent Conference, 1-5 day Suspension Parent contact; alternative intervention as per EC 48900.5.	Admin Detention, In-House Suspension, Parent Conference, 1-5 day Suspension Parent contact; 1-2 day In-House suspension and/or 1-3 day	Parent contact; 3-5 day suspension	3-5 day Suspension, Possible Expulsion Parent contact; 3-5 day suspension and possible recommendation for expulsion

		suspension.		
XVI. Inappropriate Symbols Wearing or carrying any apparel, jewelry, accessory or notebook with crude or vulgar lettering, printing pictures, symbols that depict drugs, tobacco, alcoholic beverages, or are sexually suggestive (EC 48900 k)	Student calls home for, or is provided a change of clothes. Parent contact; alternative intervention as per EC 48900.5 Student sent home to change clothes or provided with alternative clothing. Confiscation of jewelry, accessory notebook, etc.	Student calls home for, or is provided a change of clothes, administrative detention. Parent/guardian conference, In-House suspension or 1-5 days suspension.	Student calls home for, or is provided a change of clothes, In-House Suspension, Parent Conference, 1-5 day suspension. 1-5 day suspension.	1-5 day suspension. Five (5) day suspension

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XVII. Out of Class without an acceptable hall pass. (Student leaves class without permission.) (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension, Parent Notification Alternative intervention as per EC 48900.5. Parent Contact; and assigned two hours Saturday School.	In-House Suspension, Parent Conference Parent Contact; and assigned two hours Saturday School.	Parent Contact; 1-2 days home suspension.	Parent Contact; 2-5 day suspension from school.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XVIII. Electronic Devices Radios, cameras, CD players, e-cigarettes, and tape recorders, including, but not limited to, are NOT allowed on campus unless authorized by the school administration. Investigation of Theft of these prohibited items will not be investigated by school personnel; however, parents may file a theft report with the local police department. Students are allowed to have cell phones while on campus. (EC 48900 k)	Unit confiscated by school personnel and returned to the owner/parent via an Assistant Principal at the close of the school day.	Unit confiscated; Parents must contact the Assistant Principal's office and retrieve the item by the last day of school. Items not retrieved will be turned over to TPD for lost and found and disposal.	Unit confiscated; In-House suspension, or 1-3 day suspension and Parent to contact the Assistant Principal and retrieve the item by the last day of school. Items not retrieved will be turned over to Tracy PD for lost and found and disposal.	1-5 day suspension from school. Parent to contact the Assistant Principal and retrieve the item by the last day of school. Items not retrieved will be turned over to Tracy PD for lost and found and disposal.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XIX. Skateboards/Rollerblades Skateboards/rollerblades are not permitted on campus at any time. This restriction includes: riding of possession of or storage of a skateboard or rollerblades in a locker. (EC 48900 k)	Warning; unit item confiscated and returned to student after school. Parent contact.	Warning, Admin Detention, Item confiscated for parent pick up. Parent Contact. and/or assigned detention/ a day of Saturday School.	Warning; In-House Suspension, Parent Conference, Item confiscated for parent pick up. Parent to contact school and/or In-House suspension.	1-5 day suspension from school. Item confiscated for parent pick up.
	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XX. Vehicle Violation Operating a motor vehicle in an unsafe fashion (reckless driving, speed contest, speeding, burning rubber) (EC 48900 k)	Warning, Detention, Admin Detention, In-House Suspension Parent Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Warning, parent conference; possible citation by SRO.	1-5 day Suspension, Parent Conference, Loss of parking privileges for remainder of quarter, Possible Expulsion, Police Contact which may result in citation or arrest by T.P.D. Parent contact; possible SRO citation; possible loss of parking privileges.	Parent contact; possible SRO citation, loss of parking privileges; 1-3 day suspension.	1-5 day Suspension, Possible Expulsion, Police Contact which may result in citation or arrest by T.P.D. Parent contact; possible SRO citation; loss of parking privileges; 3-5 day suspension.
	<u>First Offense</u>	<u>Second Offense</u>	<u>Maximum</u>	
XXI. Violation of Suspension Physically present on the school campus at any time, in the immediate vicinity of school premises, or at a school - sponsored activity while suspended from school. <i>NOTE: Per Penal Code 626.2: "No student can be on campus during suspension."</i> (EC 48900 k)	1 day Suspension, Possible Police Contact which may result in citation or arrest by T.P.D. Parent contact; Alternative intervention as per EC 48900.5 Trespass letter sent	2-5 day Suspension, Police Contact which may result in citation or arrest by T.P.D. 1-5 day suspension	3-5 day Suspension, Police Contact which may result in citation or arrest by T.P.D. 3-5 day suspension and possible recommendation for expulsion.	

	to parents.			
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	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XXII. Water guns, toy guns, laser pointers Water guns, toy guns, and laser pointers are not permitted at any time. (EC 48900 k)	Unit Item confiscated; Parent contact. Warning, Detention. Alternative intervention as per EC 48900.5	Unit Item confiscated for the duration of the school year and Admin Detention, Parent Notification or Conference possible-contact TPD.	Unit Item confiscated for the duration of the school year and In-House Suspension, 1-2 day Suspension, 1-3 days suspension. Possible-contact TPD.	Unit Item confiscated for the duration of the school year and 2-5 day suspension. Possible-contact TPD.

	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
XXIII. Computer Usage Any unauthorized personal/disruptive use of computers such as playing games, listening to music, sending or receiving emails, posting messages to message boards or message centers, or downloading files or programs. (EC 48900 k)	Warning Parent Contact; Alternative intervention as per 48900.5.	Detention, Admin Detention Possible 1-2 days In-House suspension and loss of privileges for the remainder of the quarter.	In-House Suspension, Parent conference 1-5 day suspension from school; possible expulsion and loss of privilege for remainder of school year.	1-5 day Suspension

XXIV. Inappropriate Displays of affection	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Physical, verbal, or written contact between students that is not appropriate for public places. (EC 48900 k)	Warning, Parent Contact Parent contact; Alternative interventions as per EC 48900.5	Admin Detention, Parent Contact Parent contact; assign All-Day In-House.	In-House Suspension, Parent Conference Parent contact; 1-3 day suspension.	1-5 day Suspension Parent contact; 3-5 day suspension.
XXVI. Unauthorized presence on a school campus	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
(EC 48900 k)	Warning, Admin Detention, In-House Suspension Parent contact Possible Police Contact which may result in citation or arrest by T.P.D. Trespass letter sent	In-House Suspension 1-5 day Suspension, Parent Conference, Possible Police Contact which may result in citation or	1-5 day Suspension, Police Contact which may result in citation or arrest by T.P.D. Report to School Resource Officer; 1-5 day suspension.	2-5 day Suspension, Possible Expulsion, Police Contact which may result in citation or arrest by T.P.D. Report to School

	home. Warning Parent Contact; Alternative intervention as per EC 48900.5	arrest by T.P.D. Warning Parent Contact Or 1-3 day suspension		Resource Officer, 3- 5-day suspension, or possible expulsion
XXVII. Videotaping fights or other violations of school rules	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	
A student who photographs, videotapes, records, reproduces or posts images of violation of school rules. (EC 48900 k)	Warning, Detention, Admin Detention, In- House Suspension Parent Conference, 1-5 day Suspension, Item confiscated by school personnel and returned to parent. Possible Police Contact which may result in citation or arrest by T.P.D. Parent Contact; Alternative intervention as per EC 48900.5; Unit	Admin Detention, In- House Suspension Parent Conference, 1-5 day Suspension, Item confiscated by school personnel and returned to parent. Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Parent Contact; Unit confiscated; In-House suspension.	1-5 day Suspension, Item confiscated by school personnel and returned to parent. Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Parent Contact; Unit confiscated; 1-5 day suspension; possible recommendation for expulsion.	

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Subsection (1)

Knowingly received stolen school property or private property.

I. Theft	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Knowingly receiving stolen school or private property without permission. (EC 48900 l)	Warning, Detention, Admin Detention, In- House Suspension 1-5	1-5 day Suspension, Restitution, Possible Expulsion, Police Contact	2-5 day Suspension, Restitution, Possible Expulsion, Possible Police	Five (5) day suspension, restitution, recommendation for expulsion, Police Contact

	day Suspension, Parent Conference, Restitution, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Parent contact, restitution, and possible police contact.	which may result in citation or arrest by T.P.D. 1-5 day suspension; restitution; recommendation for expulsion; and possible police contact.	Contact which may result in citation or arrest by T.P.D. 3-5 day suspension; restitution; recommendation for expulsion, and possible police contact.	which may result in citation or arrest by T.P.D. and possible police contact.
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Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Subsection (m) Possessed an imitation firearm. As used in this section “imitation firearm” means a replica of a firearm that is so substantially similar to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

I. Look-Alike Guns	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Maximum</u>
Look-alike guns are not permitted on campus at any time. (EC 48900 m)	Item Confiscated In-House Suspension, 1-5 day Suspension, Parent Conference, Possible Expulsion, Police Contact which may result in citation or arrest by T.P.D. Unit confiscated and possible In- House suspension; 1-5 day suspension; possible recommendation for expulsion. Contact TPD.	Item Confiscated 1-5 day Suspension, Possible Expulsion, Police Contact which may result in citation or arrest by T.P.D. Unit confiscated for the remainder for the school year and 1-5 day suspension; possible recommendation for expulsion. Contact TPD.	Item Confiscated 2-5 day Suspension, Possible Expulsion, Police Contact which may result in citation or arrest by T.P.D. Unit confiscated remainder of the school year and 3-5 day suspension; possible recommendation for expulsion. Contact TPD.	5 day Suspension, Recommendation for Expulsion, Police Contact which may result in citation or arrest by T.P.D. Unit confiscated remainder of the school year and 3- 5-day suspension; possible recommendation for expulsion. Contact TPD.

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

	First Offense	Second Offense	Third Offense	Maximum
I. Bullying Please refer to TUSD Board Policy 5131.2	Warning, Detention, Admin Detention, In- House Suspension, Parent Contact or Conference, 1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Student put on a Bullying Notice or a Bullying and Harassment Prevention Agreement. Parent Conference; Warning; possible In- House suspension, 1-5 day suspension; possible recommendation for expulsion and police contact. Student also required to sign harassment contract.	1-5 day Suspension, Possible Expulsion, Possible Police Contact which may result in citation or arrest by T.P.D. Student put on a Bullying and Harassment Prevention Agreement. Five (5) day suspension; recommendation for expulsion and police contact.	Five (5) day suspension, recommendation for expulsion and police contact.	Five (5) day suspension, recommendation for expulsion and police contact.

Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Terroristic Threats	First Offense	Second Offense	Third Offense	Fourth Offense
48900.7	Administrative	2-	3-	5-day suspension

	decision which would include one of the following: Parent conference, and/or suspension from school for i-5 day Suspension and possible recommendation for expulsion. Police Contact which may result in citation or arrest by T.P.D.	5 day suspension and possible recommendation for expulsion.	5 day suspension and possible recommendation for expulsion.	and possible recommendation for expulsion:
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Reason: To add interventions outlined in Ed Code 48900.5, progressive discipline steps and to make language consistent in Handbook, with Board policy and CA Ed Code.

Add Document:

Tracy Unified School District FIGHT CONTRACT

Student's Name _____ DOB _____

School _____ Grade _____ Aeries ID# _____

Parent's Primary Language _____

The student named on this Fight Contract recently engaged in a fight while under the school's jurisdiction. The action of fighting is a violation of Education Code 48900 (a)(1), and/or (a)(2) and the 9-12 Student Conduct Code. The rules regarding student conduct state:

When a student has been involved in a fight while under the school's jurisdiction, the administration shall initiate significant interventions by requiring parent and student to attend a meeting at school to review and sign a Fight Contract and a referral to conflict management and/or a school counselor upon the student's return to school from suspension. Additionally, a student suspended for fighting shall be placed on social probation for 45 school days.

Students who are involved in two (2) fights in any academic year or who are involved in three (3) fights within their high school career (grades 9-12) and for whom a Fight Contract has been executed, shall be recommended for expulsion unless the principal finds that expulsion is inappropriate due to the particular circumstances.

As the student named on this Fight Contract, I have been informed by the school's administration:

- That fighting is prohibited while on school grounds; while going to or coming from school; during the lunch period whether on or off the campus; and during, or while going to or coming from, a school-sponsored activity.

- That there are decisions I can make to avoid fighting, including, but not limited to, refusing to engage in verbal or non-verbal conduct that may lead to fighting; walking away from a situation; going to an administrator, counselor, or other school official for assistance; refusing to go to a fight/conflict and refusing to associated with students who engage in verbally or physically aggressive behavior toward others.
- That if I am involved in another fight this school year, I will be recommended for expulsion.

Student's Signature _____ Date _____

As the parent/guardian of the student named on this Fight Contract, I have been informed by the school's administration that my child will be recommended for expulsion if he/she is involved in another fight this school year or if he/she is involved in a third fight in his/her high school career. I also agree to discuss with my child the importance of following all school rules and treating others with respect.

Parent Signature _____ Date _____

As a District interpreter, I explained the Fight Contract to the parent in his/her primary language.

District/Site Interpreter's
Signature _____ Date _____

As the Administrator implementing this Fight Contract, I have reviewed its contents with this student and parent/guardian.

Administrator's
Signature _____ Date _____

Note: Parent refused to sign this contract. _____ / _____

Administrator's Signature _____ Witness _____

Note: Student refused to sign this contract. _____ / _____

Administrator's Signature _____ Witness _____

Reason: To make "Fight Contract" language transparent to students and parents and to make language consistent in Handbook, with Board policy and CA Ed Code.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison,
Assistant Superintendent of Educational Services and Human Resources
DATE: June 16, 2014
SUBJECT: Adopt Revised Board Policy 1312.3 Uniform Complaint
Procedures (Second 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 (Second 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

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 16, 2014
SUBJECT: Acknowledge Revised Administrative Regulation 1312.3 Uniform Complaint Procedures (Second 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 (Second 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