

# Hamilton Unified School District

620 Canal Street  
P.O. Box 488  
Hamilton City, CA 95951

Charles Tracy, Superintendent

(530) 826-3261  
(530) 826-0440 (Fax)  
[www.husdschools.org](http://www.husdschools.org)

July 31, 2015

Mrs. Barbara Bass  
P.O. Box 352  
Hamilton City, CA 95951-0352

RE: Request for Public Information (CPRA)

Dear Mrs. Bass,

I am responding to your request dated July 22, 2015. (See Attached CPRA Request.)

Item #1: Attorneys' fees

The District has paid \$66,378 in attorneys' fees to its counsel since March 2015.

Item #2, Budget Reserves for 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016:

Please see the attached documents for each of the aforementioned years, specifically form(s) 01.

Item #3 (First #3 in your request):

Please see Item #2 for the details you seek in this portion of your request.

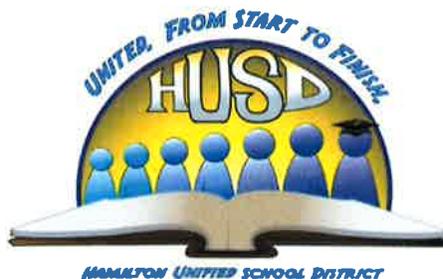
Item #3 (Second #3) and Item #4 request records regarding the number of days worked by for Superintendent Tracy and health and life insurance:

Please see attached, documents, attendance calendars and contract.

The District provides these records in full response to your request.

Sincerely,

  
Charles Tracy,  
District Superintendent



Dear Superintendent Tracy,

I am requesting the following Hamilton Unified School District public records.

1. I request all paid attorney fees from March 2015 through July 2015.

2. I request the budget reserves for the following school years 2009/2010, 2010/2011, 2011/2012, 2012/2013, 2013/2014, 2014/2015, and 2015/2016

3. Has HUSD had a balanced budget from 2011 to the present? Has the budget been adhered to or has the district found it necessary to use the reserve to balance their budgets since 2011? This question might be answered by request 2. I request documentation of the full budget amount and how much was taken out of reserve to balance the budget since 2011. (Please do NOT send me the full budget for each of those years. I believe there is a one page breakdown document where both of those numbers would be.)

3. I request documentation on Superintendent Tracy's number of days worked and number of days paid from 2011 to the present. Was he paid for 240 days or 250 days?

4 I request documentation on Superintendent Tracy's health and life insurances for his retirement. Provide documentation that Superintendent Tracy has been giving 10 days of his income for any and all of the various health and life insurances for his retirement since 2011? What years has he personally contributed into his various health and life insurances retirement funds? How much has he personally contributed each of those years to date into his health and life insurances for retirement?

Thank You, Barbara R. Bass, Secretary for "Our School"

P. O. Box 352, Hamilton City, CA 95951 826-3578

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.00	(335,197.00)	9,123.00	(326,074.00)	New
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	0.00	0.00	0.00	(335,197.00)	9,123.00	(326,074.00)	New
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments			0.00	0.00	0.00	(335,197.00)	9,123.00	(326,074.00)	New
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.00	(335,197.00)	9,123.00	(326,074.00)	New
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.00	(670,394.00)	18,246.00	(652,148.00)	New
Components of Ending Fund Balance									
a) Reserve for Revolving Cash		9711	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Designated Amounts Designated for Economic Uncertainties		9770	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) Undesignated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Unappropriated Amount		9790				(670,394.00)	18,246.00	(652,148.00)	

Description	2009-10 Estimated Actuals			2010-11 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>	(442,769.90)	(202,680.00)	(645,449.90)	(302,232.00)	(5,000.00)	(307,232.00)	-52.4%
<b>F. FUND BALANCE, RESERVES</b>							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	1,172,075.59	778,740.83	1,950,816.42	654,610.69	576,060.83	1,230,671.52	-36.9%
b) Audit Adjustments	(74,695.00)	0.00	(74,695.00)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F 1a + F1b)	1,097,380.59	778,740.83	1,876,121.42	654,610.69	576,060.83	1,230,671.52	-34.4%
d) Other Restatements	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)	1,097,380.59	778,740.83	1,876,121.42	654,610.69	576,060.83	1,230,671.52	-34.4%
2) Ending Balance, June 30 (E + F1e)	654,610.69	576,060.83	1,230,671.52	352,378.69	571,060.83	923,439.52	-25.0%
Components of Ending Fund Balance							
a) Reserve for							
Revolving Cash	4,550.00	0.00	4,550.00	0.00	0.00	0.00	-100.0%
Stores	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
General Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Legally Restricted Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Designated Amounts							
Designated for Economic Uncertainties	292,796.62	0.00	292,796.62	0.00	0.00	0.00	-100.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Designations	80,764.42	0.00	80,764.42	0.00	0.00	0.00	0.0%
c) Undesignated Amount	276,499.65	576,060.83	852,560.48	352,378.69	571,060.83	923,439.52	-100.0%
d) Unappropriated Amount							

Description	Resource Codes	Object Codes	2010-11 Estimated Actuals			2011-12 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(107,300.10)	(35,831.33)	(143,131.43)	(106,245.00)	4,000.00	(102,245.00)	-28.6%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	1,170,893.52	685,748.95	1,856,642.47	1,063,593.42	649,917.62	1,713,511.04	-7.7%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)		9795	1,170,893.52	685,748.95	1,856,642.47	1,063,593.42	649,917.62	1,713,511.04	-7.7%
d) Other Restatements			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,170,893.52	685,748.95	1,856,642.47	1,063,593.42	649,917.62	1,713,511.04	-7.7%
2) Ending Balance, June 30 (E + F1e)			1,063,593.42	649,917.62	1,713,511.04	957,348.42	653,917.62	1,611,266.04	-6.0%
<b>Components of Ending Fund Balance (Actuals)</b>									
a) Reserve for Revolving Cash		9711	4,550.00	0.00	4,550.00				
Stores		9712	0.00	0.00	0.00				
Prepaid Expenditures		9713	13,954.21	0.00	13,954.21				
All Others		9719	0.00	0.00	0.00				
General Reserve		9730	0.00	0.00	0.00				
Legally Restricted Balance		9740	0.00	0.00	0.00				
b) Designated Amounts		9770	292,796.62	0.00	292,796.62				
Designated for Economic Uncertainties		9775	0.00	0.00	0.00				
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9780	80,764.42	0.00	80,764.42				
Other Designations		9790	671,528.17	649,917.62	1,321,445.79				
c) Undesignated Amount									
d) Unappropriated Amount		9790							
<b>Components of Ending Fund Balance (Budget)</b>									
a) Nonspendable		9711				15,000.00	0.00	15,000.00	
Revolving Cash		9712				3,000.00	0.00	3,000.00	
Stores		9713				0.00	0.00	0.00	
Prepaid Expenditures		9719				0.00	0.00	0.00	
All Others		9740				0.00	0.00	0.00	
b) Restricted						0.00	653,917.62	653,917.62	
c) Committed									

Description	Resource Codes	Object Codes	2011-12 Estimated Actuals			2012-13 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(392,912.86)	(259,416.10)	(652,328.96)	(286,106.00)	0.00	(286,106.00)	-56.1%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	1,605,305.61	685,785.48	2,291,091.09	1,212,392.75	426,369.38	1,638,762.13	-28.5%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,605,305.61	685,785.48	2,291,091.09	1,212,392.75	426,369.38	1,638,762.13	-28.5%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,605,305.61	685,785.48	2,291,091.09	1,212,392.75	426,369.38	1,638,762.13	-28.5%
2) Ending Balance, June 30 (E + F1e)			1,212,392.75	426,369.38	1,638,762.13	926,286.75	426,369.38	1,352,656.13	-17.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	426,369.38	426,369.38	0.00	426,369.38	426,369.38	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	15,933.45	0.00	15,933.45	15,933.45	0.00	15,933.45	0.0%
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	292,796.62	0.00	292,796.62	292,796.62	0.00	292,796.62	0.0%
Unassigned/Unappropriated Amount		9790	893,662.68	0.00	893,662.68	607,556.68	0.00	607,556.68	-32.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			360,037.20	(459,868.61)	(99,831.41)	(310,562.00)	0.00	(310,562.00)	211.1%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	1,996,216.07	671,286.70	2,667,502.77	2,356,253.27	211,418.09	2,567,671.36	-3.7%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)			1,996,216.07	671,286.70	2,667,502.77	2,356,253.27	211,418.09	2,567,671.36	-3.7%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,996,216.07	671,286.70	2,667,502.77	2,356,253.27	211,418.09	2,567,671.36	-3.7%
2) Ending Balance, June 30 (E + F1e)			2,356,253.27	211,418.09	2,567,671.36	2,045,691.27	211,418.09	2,257,109.36	-12.1%
Components of Ending Fund Balance									
a) Nonspendable		9711	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.0%
Revolving Cash		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stores		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	211,418.09	211,418.09	0.00	211,418.09	211,418.09	0.0%
b) Restricted									
c) Committed		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments									
d) Assigned		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Assignments									
e) Unassigned/unappropriated		9789	292,796.62	0.00	292,796.62	292,796.62	0.00	292,796.62	0.0%
Reserve for Economic Uncertainties									
Unassigned/Unappropriated Amount		9790	2,053,456.65	0.00	2,053,456.65	1,742,894.65	0.00	1,742,894.65	-15.1%

Description	Resource Codes	Object Codes	2013-14 Estimated Actuals			2014-15 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. INCREASE (DECREASE) IN FUND CE (C + D4)</b>			(395,572.20)	0.00	(395,572.20)	(365,034.00)	0.00	(365,034.00)	-7.7%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	2,478,156.93	192,612.42	2,670,769.35	2,082,584.73	192,612.42	2,275,197.15	-14.8%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,478,156.93	192,612.42	2,670,769.35	2,082,584.73	192,612.42	2,275,197.15	-14.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,478,156.93	192,612.42	2,670,769.35	2,082,584.73	192,612.42	2,275,197.15	-14.8%
2) Ending Balance, June 30 (E + F1e)			2,082,584.73	192,612.42	2,275,197.15	1,717,550.73	192,612.42	1,910,163.15	-16.0%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	192,612.42	192,612.42	0.00	192,612.42	192,612.42	0.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	292,796.62	0.00	292,796.62	292,796.62	0.00	292,796.62	0.0%
Unassigned/Unappropriated Amount		9790	1,779,788.11	0.00	1,779,788.11	1,414,754.11	0.00	1,414,754.11	-20.5%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(401,523.00)	(101,471.00)	(502,994.00)	0.00	0.00	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	2,053,812.00	273,670.32	2,327,482.32	1,652,289.00	172,199.32	1,824,488.32	-21.6%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,053,812.00	273,670.32	2,327,482.32	1,652,289.00	172,199.32	1,824,488.32	-21.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,053,812.00	273,670.32	2,327,482.32	1,652,289.00	172,199.32	1,824,488.32	-21.6%
2) Ending Balance, June 30 (E + F1e)			1,652,289.00	172,199.32	1,824,488.32	1,652,289.00	172,199.32	1,824,488.32	0.0%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash									
Stores		9711	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.0%
Prepaid Expenditures		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) Committed		9740	0.00	172,199.32	172,199.32	0.00	172,199.32	172,199.32	0.0%
Stabilization Arrangements									
Other Commitments		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	342,796.62	0.00	342,796.62	342,796.62	0.00	342,796.62	0.0%
Unassigned/Unappropriated Amount		9790	1,299,492.38	0.00	1,299,492.38	1,299,492.38	0.00	1,299,492.38	0.0%

NAME: \_\_\_\_\_ SITE: \_\_\_\_\_ District \_\_\_\_\_  
 POSITION: Superintendent  
 DEPARTMENT: \_\_\_\_\_ End of year actual

TOTAL CONTRACTED WORK DAYS: 235

\* REPORT LEAVE HOURS/DAYS IN AESOP

SUPV. INITIAL	REMAINING DUTY	TOTAL DUTY	MONTHLY DUTY	NON-DUTY DAYS	LEAVE DAYS*	HOLIDAY DAYS	DUTY DAYS	DAYS												TOTAL DUTY	REMAINING DUTY	SUPV. INITIAL				
								23	22	21	20	19	18	17	16	15	14	13	12				11	10	9	8
	221	14	14	8	0	0	14	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	n	221	
	199	36	22	0	0	0	22	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	199	
	176	59	23	1	0	0	23	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	176	
	150	85	26	0	0	0	26	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	150	
	130	105	20	0	0	0	20	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	130	
	109	126	21	0	0	0	21	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	109	
	93	142	16	4	0	0	16	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	93	
	72	163	21	1	0	0	21	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	72	
	49	186	23	1	0	0	23	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	49	
	25	210	24	2	0	0	24	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	25	
	3	232	22	0	0	0	22	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	3	
	-19	254	22	0	0	0	22	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	-19	
		254	254	17	0	0	254																			

**DIRECTIONS FOR USE:**  
 Step 1 - Complete this form, aesop, and your daily detailed calendar and submit to your immediate supervisor by Dec 1 and June 1. Step 2 - Immediate supervisor initial and forward copy to the Payroll Department in December and June. Step 3 - Submit original(s) at end of year (no later than June 30th).

= Holiday LEAVE BLANK UNLESS YOU WORK ON THE HOLIDAY, THEN ENTER D FOR DUTY DAY

NOTE: PLEASE REMEMBER THAT LEAVE DAYS (IE. SICK, JURY DUTY, PN, B) COUNT AS DUTY DAYS, BUT PLEASE MAKE SURE YOU PUT IN PROPER NOTATION - SEE KEY TO THE LEFT.

*Handwritten signature*

*Handwritten notes:*  
 Ref  
 days to pay - 6/13/15  
 days to pay - 6/13/15  
 remaining 6  
 days to pay - 6/13/15  
 days to pay - 6/13/15  
 days to pay - 6/13/15

USE ONE OF THE FOLLOWING SYMBOLS IN EACH DAY:

(Optional Count) - Month	7	8	9	10	11	12	1	2	3	4	5	6	Total
N-Non-Duty Day	8	0	1	0	0	0	4	1	1	2	0	0	17
U = Unpaid	0	0	0	0	0	0	0	0	0	0	0	0	0
D = Duty Day	14	22	23	26	20	21	16	21	23	24	22	22	254
H = Holiday	0	0	0	0	0	0	0	0	0	0	0	0	0
V = Vacation	0	0	0	0	0	0	0	0	0	0	0	0	0
S = Sick/Infirmity/Medical	0	0	0	0	0	0	0	0	0	0	0	0	0
PC = Personal Compelling	0	0	0	0	0	0	0	0	0	0	0	0	0
PN = Personal Necessity	0	0	0	0	0	0	0	0	0	0	0	0	0
B = Bereavement	0	0	0	0	0	0	0	0	0	0	0	0	0
J = Jury Duty	0	0	0	0	0	0	0	0	0	0	0	0	0
SD = Sick/Differential	0	0	0	0	0	0	0	0	0	0	0	0	0
W = Industrial Accident	0	0	0	0	0	0	0	0	0	0	0	0	0

... do not use  
 ... do not use





26 Good Friday  
31 Easter Sunday

(20)

MARCH 2013						
S	M	T	W	Th	F	S
					NW	2
	X	X	X	X	NW	9
X	SB	SB	SB	X	X	16
X	X	X	X	X	X	23
X	X	X	X	X	X	30
31						

1 hr sick

APRIL 2013						
S	M	T	W	Th	F	S
	X	X	SB	NW		6
X	X	X	X	X	X	13
	X	SB	X	X	SB	20
X	X	X	X	X	X	27
X	X	X	X	X	X	30

1-5 Spring Break

2 hrs sick

4 hrs sick

27 Memorial Day

MAY 2013						
S	M	T	W	Th	F	S
						4
	X	X	X	X	X	11
X	X	X	X	X	X	18
X	X	X	X	X	X	25
X	X	X	X	X	X	31

24

JUNE 2013						
S	M	T	W	Th	F	S
						1
	X	X	X	X	X	8
X	X	X	X	X	X	15
X	X	X	X	X	X	22
X	X	X	X	X	X	29
30						

7 Last Day of School

(20)

Legend:

- X Worked Full Day
- / Worked Half Day
- SL Sick Leave
- FS Family Sick
- SB School Business
- WC Workers' Comp.
- V Vacation
- B Bereavement
- PN Personal Necessity
- NW Non Work Day

260.5 261 TOTAL

\* - 7.5 8.00 SICK

- 5.00 HOLD OREL. (for 13-14)

---

248 247 TOTAL

235 CONTINGENT

---

12 (13) Paid out 6/30/13

Rev. 2012-0831 edp Payroll

✓ \* Added back to Sick leave bank (changed from sick to other).

# MINISTRATIVE ATTENDANCE CALENDAR

Administrator Name: *CHARLES TRACY*

Administrator Signature: *CT Tracy*

## JULY 2011

MON	TUE	WED	THUR	FRI
				X 1
4	X 5	X 6	X 7	X 8
X 11	X 12	X 13	X 14	N/W 15
N/W 18	X 19	X 20	X 21	X 22
X 25	X 26	X 27	X 28	N/W 29

*16*

## AUGUST 2011

MON	TUE	WED	THUR	FRI
N/W 1	X 2	X 3	X 4	X 5
X 8	X 9	X 10	X 11	X 12
X 15	X 16	X 17	X 18	X 19
X 22	X 23	X 24	X 25	X 26
X 29	X 30	X 31		

*WORKDAY SATURDAY 8/20/11 23*

## SEPTEMBER 2011

MON	TUE	WED	THUR	FRI
			X 1	X 2
5	X 6	X 7	X 8	X 9
X 12	X 13	X 14	X 15	N/W 16
X 19	X 20	X 21	X 22	X 23
X 26	X 27	X 28	X 29	X 30

*20*

## OCTOBER 2011

MON	TUE	WED	THUR	FRI
X 3	S/BX 4	X 5	X 6	X 7
X 10	X 11	X 12	X 13	X 14
X 17	X 18	X 19	X 20	X 21
X 24	X 25	X 26	X 27	X 28
X 31				

*12*

## NOVEMBER 2011

MON	TUE	WED	THUR	FRI
	X 1	X 2	X 3	X 4
X 7	X 8	X 9	X 10	11
X 14	X 15	X 16	X 17	X 18
X 21	X 22	X 23	24	25
X 28	X 29	X 30		

*19*

## DECEMBER 2011

MON	TUE	WED	THUR	FRI
			X 1	X 2
X 5	X 6	X 7	X 8	X 9
X 12	X 13	X 14	X 15	X 16
N/W 19	X 20	X 21	X 22	23
26	X 27	X 28	X 29	30

*19*

### LEGEND

- X = Work Full Day
- / = Work 1/2 Day
- SL = Sick Leave
- FS = Family Sick

- SB = School Business
- WC = Workers' Comp.
- ML = Military Leave
- V = Vacation (if applicable)

- B = Bereavement
- PN = Personal Necessity
- NW = Non Work Day

### HOLIDAYS

Independence Day - July 4  
 Labor Day - Sept. 5  
 Veteran's Day - Nov. 11  
 Thanksgiving Holiday - Nov. 24, 25\*  
 Christmas Holidays - Dec. 23, 26\*  
 New Years Holidays - Dec. 30, Jan. 2

*CT Tracy*  
*1/13/12*  
**UPDATED**  
**FOR FIRST SEMESTER**

\*Thanksgiving Break for Students & Certificated - Nov. 21-25

\*Christmas Break for Students & Certificated - Dec. 16-Jan. 6

PROPOSED

# ADMINISTRATIVE ATTENDANCE CALENDAR

Administrator Name: *CTRAY*

Administrator Signature: *CTRAY*

JANUARY 2012				
MON	TUE	WED	THUR	FRI
2	N/W 3	X 4	X 5	X 6
X 9	X 10	X 11	X 12	X 13
16	X 17	X 18	X 19	X 20
X 23	X 24	X 25	X 26	X 27
X 30	X 31			

FEBRUARY 2012				
MON	TUE	WED	THUR	FRI
		X 1	X 2	X 3
X 6	X 7	X 8	X 9	X 10
13	X 14	X 15	X 16	X 17
20	X 21	X 22	X 23	X 24
X 27	X 28	X 29		

*JAN 16 BUDGET REVIEW NO*

MARCH 2012				
MON	TUE	WED	THUR	FRI
			X 1	X 2
X 5	X 6	X 7	X 8	X 9
X 12	X 13	X 14	X 15	X 16
X 19	X 20	X 21	X 22	X 23
X 26	X 27	X 28	X 29	X 30

APRIL 2012				
MON	TUE	WED	THUR	FRI
X 2	X 3	X 4	X 5	6
X 9	X 10	X 11	N/A 12	N/W 13
X 16	X 17	X 18	X 19	X 20
X 23	X 24	X 25	X 26	X 27
X 30				

MAY 2012				
MON	TUE	WED	THUR	FRI
	X 1	X 2	X 3	X 4
X 7	X 8	X 9	X 10	X 11
X 14	X 15	X 16	X 17	X 18
X 21	X 22	X 23	X 24	X 25
28	X 29	X 30	X 31	

JUNE 2012				
MON	TUE	WED	THUR	FRI
				X 1
X 4	X 5	X 6	X 7	X 8
X 11	X 12	X 13	X 14	X 15
X 18	X 19	X 20	X 21	X 22
X 25	X 26	X 27	X 28	N/W 29

*22*

### LEGEND

*20*

- X = Work Full Day
- / = Work 1/2 Day
- SL = Sick Leave
- FS = Family Sick

- SB = School Business
- WC = Workers' Comp.
- ML = Military Leave
- V = Vacation (if applicable)

- B = Bereavement
- PN = Personal Necessity
- NW = Non Work Day

*FIRST SEARCHED IS UPDATED AND SIGNED C.T.*

HOLIDAYS
Martin Luther King Day - Jan. 16
Lincoln's Birthday - Feb. 13
President's Day - Feb. 20
Good Friday - April 6*
Memorial Day - May 28

*239 WORKED  
235 CONTRACT*

*4 DAYS ADDITIONAL.*

*CTRAY 6/29/11*

**Hamilton Unified School District**  
**EMPLOYMENT CONTRACT**  
**SUPERINTENDENT/PRINCIPAL**  
**2013-2016**

This Employment Contract ("Contract") is by and between the Governing Board of the Hamilton Unified School District, hereafter referred to as "Board" or "District," and Charles Tracy, Superintendent/Principal, hereafter referred to as "Superintendent/Principal" This contract supersedes any and all other agreements between the parties as of the date of the commencement of the term of this contract.

NOW, THEREFORE, District and Superintendent/Principal, for the consideration herein specified, agree as follows:

**I. TERM**

District, in consideration of the promises by Superintendent/Principal herein contained, agrees to employ, and Superintendent/Principal hereby accepts employment as District Superintendent/Principal of the Hamilton Unified School District for a term commencing July 1, 2013, and ending June 30, 2016. This contract will extend annually for an additional year, each, year, preserving a three year agreement unless notice is given by the BOARD that an additional year will not be offered, if noticed by August 1<sup>st</sup>, and upon the Superintendent having received a good performance evaluation.

**II. COMPENSATION**

- A. District shall pay Superintendent/Principal an annual salary of One Hundred Eleven Thousand One Hundred thirty Five Dollars (\$111,135.00) for the 2013-2014 school year. Salary shall be payable on the last working day of each month in installments of one-twelfth of the annual salary rate for services rendered during the preceding month. Unless otherwise agreed, the Superintendent/principal's salary/benefits may increase, at a given years COLA, beginning with the 2014-2015 school year.
- B. The District shall provide the Superintendent/Principal with insurance benefits, (health, dental, vision, and life) as are provided to other certificated employees. The Superintendent/Principal shall be eligible for post-retirement benefits until the age of 65 under the following conditions:
  1. The Superintend/Principal retires from Hamilton Unified and has served the district for five or more years.
- C. The Board may, with the mutual consent of Superintendent/Principal adjust Superintendent/Principal base salary at any time.

### **III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT/ PRINCIPAL**

Superintendent/Principal shall be the chief executive officer of the District and shall serve as secretary to the Board. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board and the California State Board of Education. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Superintendent/Principal shall perform all duties prescribed by said laws, rules, and regulations, and shall be carried out.

### **IV. DUTY/NONDUTY DAYS AND OTHER BENEFITS**

#### **A. Regular Service**

Superintendent/Principal shall be required to render 235 days of full and regular service to the District during the annual period covered by this agreement. The work year is normally exclusive of Saturdays, Sundays and holidays unless work on such days is required to fulfill the obligations of the position of Superintendent/Principal. The Superintendent/Principal shall be compensated additional days of services rendered during the contract term at the daily rate at the end of each fiscal year. Additional service days must be authorized and preapproved by the Board President with final approval of the school board for actual days worked over the 235 day contract.

#### **B. Illness Leave**

Superintendent/Principal shall accrue illness leave at the rate of one (1) day per month per contract year. This leave may accumulate without limit.

#### **C. Other Leaves**

District shall provide Superintendent/Principal with such other leaves, school holidays and benefits as are provided to other certificated employees of the District.

### **V. EVALUATION**

A. The Board may evaluate, in writing, the performance of Superintendent/Principal. If the Board chooses to evaluate the Superintendent/Principal, the Board shall complete the evaluation at a date and time mutually agreeable to the Board and the Superintendent/Principal. The Superintendent/Principal shall present to the Board a document detailing accomplishments of the Superintendent/Principal annually at the July Board meeting. If the Board chooses not to evaluate the

Superintendent/Principal, it is assumed that the Superintendent/Principal evaluation is satisfactory.

- B. The evaluation shall be related to the duties and responsibilities and the annual goals established by the Board and Superintendent/Principal, within applicable law.
- C. The final format, procedures, and goals of Superintendent/Principal's evaluation shall be established by the Board and may include Superintendent/Principal's self evaluation. Upon mutual consent, the Board may revise the format and procedure of Superintendent/Principal's evaluation.
- D. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:
  - relationship with the Governing Board
  - relationship with the community
  - curriculum & instruction leadership
  - business and operations services leadership
  - staff and personnel relationships
  - personal qualities and development
  - overall educational leadership

The evaluation format shall provide for a rating system such that the Board may indicate whether the performance of Superintendent/Principal is:

- unsatisfactory
- satisfactory
- outstanding

The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format.

- E. A meeting shall be held between Superintendent/Principal and Board to discuss Superintendent/Principal's evaluation on or before the July Board Meeting of the school year in which the evaluation takes place.

A copy of the written evaluation shall be delivered to Superintendent/Principal no later than October 1 of the school year in which the evaluation takes place, and Superintendent/Principal shall have the right to make a written response to the evaluation. Said response shall be included with evaluation. A copy of the written Evaluation of the Superintendent/Principal shall be held in the office of the School District's Attorney.

- F. If Board determines that performance of Superintendent/Principal is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of

all instances where Board deems performance to be unsatisfactory and may be included in other instances where Board deems such to be appropriate.

## **VI. PROFESSIONAL GROWTH OF SUPERINTENDENT/PRINCIPAL**

District encourages the continuing professional growth of Superintendent/Principal through participation in:

- A. The operations, programs and other activities conducted or sponsored by associations of local, state and national school boards, administrators, educators;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent/Principal to perform his professional responsibilities for the District.

In its encouragement, District shall permit a reasonable amount of release time for Superintendent/Principal to attend such matters and shall pay in accordance with Board procedure, necessary travel and subsistence expenses.

## **VII. EXPENSE REIMBURSEMENT**

### **A. General**

Except as noted in B. below, District shall reimburse Superintendent/Principal for all actual and necessary expenses, incurred within the scope of employment. Reimbursement shall be in accordance with Board policy.

### **B. Annual Expense Allowance**

District shall pay to Superintendent/Principal 6.5 % of the Superintendent/Principal annual Salary for a vehicle allowance. District shall pay 1.5% of the Superintendent/Principal's annual salary for cellular phone/data package. Vehicle allowance and cellular phone data package percentage increase shall be calculated at Superintendent/Principals annual pay rate. The Superintendent/Principal is required to maintain reliable transportation to be used in course of district business. The Superintendent/Principal is to maintain and have available a cellular phone that is capable of regular communication and function for email, text and instant messaging.

## **VIII. TERMINATION OF EMPLOYMENT CONTRACT**

This employment Contract may be terminated prior to its normal expiration by:

- A. Failure by Superintendent/Principal to maintain a valid California Administrative Credential.
- B. Mutual agreement of the parties.
- C. Retirement of Superintendent/Principal.
- D. Discharge for Cause.

In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify the Superintendent/Principal in writing. Upon request, Board shall serve upon Superintendent/Principal a reasonably detailed statement of charges. Superintendent/Principal will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If Superintendent/Principal chooses to be accompanied by legal counsel at such hearing, Superintendent/Principal shall bear any costs therein involved. Such hearing shall be conducted in closed session. Superintendent/Principal shall be provided a written decision describing the results of the hearing.

Term shall not apply in the event of the Superintendent/Principal termination for cause.

## **IX. GENERAL PROVISIONS.**

- A. This Contract is the full and complete Contract between the parties hereto, and it can be changed or modified only by writing, signed by the parties or their successors in interest to this Contract. It supersedes and replaces all other contracts of employment between Superintendent/Principal and Board.
- B. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Hamilton Unified School District. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

**GOVERNING BOARD OF THE  
HAMILTON UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Tomas Loera, President

8/19/13

\_\_\_\_\_  
Date

**SUPERINTENDENT/PRINCIPAL**

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Superintendent/Principal of the Hamilton Unified School District.

By: \_\_\_\_\_

Charles Tracy

8/19/13

\_\_\_\_\_  
Date