TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 09-43

CLARIFYING THE PRIMARY AND SECONDARY PURPOSES AND FUNCTIONS OF THE TRACY UNIFIED SCHOOL DISTRICT, AND DISCERNING CORE SERVICES FROM SUPPLEMENTAL SERVICES

WHEREAS, a school district may use categorical or restricted funds to supplement and, to the extent practical, increase the level of funds that would, in the absence of these funds, be made available from non-categorical or unrestricted funds for the education of students identified as the recipient of the categorical funds, and

WHEREAS, categorical or restricted funds are generally targeted to benefit categories of students generally identified as at risk of not meeting challenging State academic achievement standards, and

WHEREAS, in no case may categorical funds be used to supplant, that is to say, “take the place of,” funds from non-categorical sources, and

WHEREAS, determination of compliance with the supplement not supplant requirement shall be based on a determination of what services to students a district would have provided in the absence of categorical funds, and

WHEREAS, said determination about supplanting is difficult and case specific. Indeed, no general guidelines exist outside a set of presumptions or predictions by the state of what the district would have provided in the absence of categorical funds, and

WHEREAS, these presumptions are refutable if the district can demonstrate that it would not have been able to provide the services in question without categorical funds, and

WHEREAS, categorical funds may also be used where the services are mandated by State law, and

WHEREAS, in differentiating supplemental services versus core services which may not be supplaned, it is important the district maintain good fiscal records and other documentation that will permit an auditor or program monitor to conclude that they have overcome a presumption that supplanting has occurred, and

1 www.cde.ca.gov/sp/sw/rt/swpfaq.asp#quest19
WHEREAS, Tracy Unified School District has experienced dramatic reductions to unrestricted and restricted funds during the 2003-04 school year, the 2004-05, the 2008-09, and the 2009-10 school years, and now even more severe reductions are anticipated for the 2010-11 school year, and

WHEREAS, the primary purpose of the Tracy Unified School District is to deliver high quality and effective curriculum and instruction to our students, and whereas effective assessment is essential to guide quality instruction, and

WHEREAS, the ability of Tracy Unified School District to perform the core functions necessary to address these primary purposes is threatened by reduced funding, and

WHEREAS, subordinate to the primary functions of providing quality and effective curriculum, instruction, and assessment, is a set of secondary purposes or support functions, affirmed in Appendix A, which are identified from a number of documents, including labor contracts, and state and federal law…

NOW THEREFORE, let it be proclaimed that the primary and secondary core functions described above, and in Appendix A, are the only explicitly stated services which would have been provided without the supplemental support of categorical funds. All other services, including those explicitly stated in District goals and Key Performance Measures, are supplemental to these core purposes of Tracy Unified School District.

Resolved this 22\textsuperscript{ND} day of June, 2010, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES: \hspace{1cm} NOES: \hspace{1cm} ABSENT: \hspace{1cm} ABSTENTION:

\underline{PRESIDENT, BOARD OF EDUCATION}

\underline{TRACY UNIFIED SCHOOL DISTRICT}

Attest:

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

____________________________

Clerk
Board of Education
Tracy Unified School District
Appendix A

Secondary Parameters, Purposes, or Support Functions of the
Tracy Unified School District

The following excerpts from different documents describe district costs (or services which result in costs) associated with core educational services. This document is not intended to replace the source documents, only to organize a description of core costs into one appendix.

**Work Year/Instructional Minutes**

All school agencies operating on a traditional calendar must offer 180 days of instruction or an equivalent number of minutes (Education Code Sections 41420 and 37670) and schools operating on a year-round calendar must offer at least 163 days of instruction (Education Code Section 37670). [Note: because of the California state budget crisis, the legislature temporarily allows school districts to reduce the number of school days to 175, with a consequent reduction of instructional minutes.]

The following table sets forth the annual instructional minute requirements by grade level for the longer day program.

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Minimum Annual Instructional Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten</td>
<td>36,000</td>
</tr>
<tr>
<td>Grades 1-3</td>
<td>50,400</td>
</tr>
<tr>
<td>Grades 4-8</td>
<td>54,000</td>
</tr>
<tr>
<td>Grades 9-12</td>
<td>64,800</td>
</tr>
</tbody>
</table>

Staff development time may not be counted as instructional time.

*Staff development conducted outside the minimum annual instructional minutes shall be considered supplemental to the core educational services of the district. Hence, staff development conducted prior to the first day of school, or after conclusion of the scheduled instructional minutes of a school day, including early release Mondays, is a supplementary educational service and may be funded from categorical funds. In particular Professional Development Block Grant Funds may be used to fund this staff development so long as it meets the following requirements:*

*Instructional Time and Staff Development Reform. The purpose of this program is to enhance staff development opportunities for classroom personnel, kindergarten through grade twelve. The focus is to be on instructional methods, including teaching strategies, classroom management, and other training designed to improve pupil performance, conflict resolution, intolerance and hatred prevention, and academic content in the core curriculum areas.*
Teaching as a Priority. The purpose of this program is to provide funding to local educational agencies to recruit and retain fully credentialed teachers in high-priority schools, which are schools that are ranked in deciles one through five on the Academic Performance Index. Eligible expenditures include but are not limited to signing bonuses, improved work conditions, teacher compensation, housing subsidies, and expenditures to defray the cost of examinations or course work leading to certificates to teach English learners (CLAD and BCLAD certificates).

Intersegmental Programs. These include the College Readiness Program and the Comprehensive Teacher Education Institute. The purposes of the Intersegmental Programs are not established in statute. The goal of the College Readiness Program is to increase the enrollment and completion of Algebra I by all eighth grade students. The goal of a Comprehensive Teacher Education Institute is to develop, research, and disseminate innovative models of teacher preparation and induction for teacher candidates. The overall objective is to develop high-quality teachers who are able to effectively serve students and enhance student achievement in kindergarten and grades one through twelve.

Class Size/Teacher Aide Time/Preps:

TEA Article 12.C The District will not exceed a maximum class size of thirty two (32) students for K-8 academic classes, thirty-five (35) students in 9-12 academic classes, sixty four (64) students for grades 4-5 P.E/Music, forty six (46) students for 6-8 grade P.E. classes, forty five (45) students for 9-12 grade P.E. classes and 64 students in PE classes at K-8 schools.

TEA Article 12.B K-8 physical education instructors shall be allowed one period of teacher aide time per day for every three (3) students by which the unit member’s average class size exceeds thirty (30) students determined by September 30th each year, up to the maximum number of periods the unit member teachers each day.

TEA Article 12.D The maximum class size for Band, Choir and Orchestra shall be determined by the principal after reviewing the classroom space capacity with the unit member. However, the student class size limits for these classes/programs shall not exceed the number specified by the Uniform Building Code, section 3302.1 which is currently established at twenty (20) square feet per student. In classes that are work station/laboratory station limited, the class size shall not exceed the maximum number of stations available for student use. This article includes Support Room and Study Hall.

TEA Article 6.E.1 Fourth and fifth grade unit members shall have a continuous thirty (30) minute preparation period within the teaching day. Modifications to the schedule may be made by the administration after prior consultation with those fourth and fifth grade unit members affected. The fourth and fifth grade unit members and principal at each school site have the option of making adjustments within the time span allocated at that school. Fourth and fifth grade unit members who would otherwise lose their prep on early release days will be given 30 minutes from the end of the last scheduled class for the purpose of preparation.
TEA Article 6.E.2 High School and Middle School unit members who are full-time classroom unit members shall have one (1) uninterrupted period per day for preparation and planning which shall be the same length as a regular classroom period.

TEA Article 6.E.4 No 7th – 12th grade unit member shall be assigned more than three (3) preparations per day without his/her consent. A preparation is defined as one prescribed curriculum which may be presented within one (1) instructional period. A preparation includes one course description, as well as significant curriculum development, lesson planning/preparation, student assessment and instruction to students.

TEA Article 6.E.6 For the term of this contract, no High School or Middle School unit member shall be required to teach more than twenty-five (25) periods per week.

TEA Article 6.E.8 The District shall not implement more than a six period day structure (separate from advisement) that adds additional preparations for the unit members without first negotiating this with the Association.

The following staffing standards shall be applied to remain compliant with the class size constraints prescribed above:

K-3 Instructional Staffing Kindergarten through third Grade classes will be staffed to result in the largest class size possible, except that no class shall be greater than 32, nor shall any class be less than 19 students. Combinations classes may be used in first through third grades to achieve these standards, but shall not in Kindergarten.

Education Code Sections 41376 and 41378 limit the maximum class sizes that an LEA may maintain across a grade level, as well as in any given classroom. Legally, the maximum class sizes are as follows:

- Kindergarten—average class size not to exceed 31 students; no class larger than 33 students in a given class
- Grades 1 through 3—average class size not to exceed 30 students; no class larger than 32 students

4-5 Instructional Staffing Classes at each school site will be staffed with teachers to result in the class size closest to 32 students per class as possible. Combination classes will be used to eliminate classes of 24 or smaller, if possible.

Education Code Sections 41376 and 41378 limit the maximum class sizes that an LEA may maintain across a
grade level, as well as in any given classroom. Legally, the maximum class sizes grades 4 through 8 are not to exceed 33.3, the average number of pupils per teacher in 1964.

6-8 Instructional Staffing  26.66:1 rounded up to the next highest .20 FTE, thus, factoring in prep periods, achieving an average class size of 31.99

Education Code Sections 41376 and 41378 limit the maximum class sizes that an LEA may maintain across a grade level, as well as in any given classroom. Legally, the maximum class sizes grades 4 through 8 are not to exceed 33.3, the average number of pupils per teacher in 1964.

9-10 Instructional Staffing  28.89:1 rounded up to the next highest .20 FTE, thus, factoring in prep periods, achieving an average class size of 32 students per academic class plus 48 students per class in PE.

Legal maximums only apply to K-8, so grades 9-12 are limited by facility space.

11-12 Instructional Staffing  26.66:1 rounded up to the next highest .20 FTE, thus, factoring in prep periods, achieving an average class size of 31.99

K-8 PE Paraprofessionals  K-8 physical education instructors shall be allowed one period of teacher aide time per day for every three (3) students by which the unit member's average class size exceeds thirty (30) students determined by September 30th each year, up to the maximum number of periods the unit member teachers each day.

In addition to these basic staffing levels, categorical resources, and other strategies may be used to achieve preparation requirements.

Superintendent/Budgeting & Reporting Requirements:

Education Code 35026. The governing board of any school district employing eight or more teachers may employ a district superintendent for one or more schools and may delegate to the district superintendent any of the duties provided for in Section 35250.

Education Code 35250. The governing board of every school district shall:
(a) Certify or attest to actions taken by the governing board whenever such certification or attestation is required for any purpose.
(b) Keep an accurate account of the receipts and expenditures of school moneys.
(c) Make an annual report, on or before the first day of July, to the county superintendent of schools in the manner and form and on the blanks prescribed by the Superintendent of Public Instruction.
(d) Make or maintain such other records or reports as are required by law.

Education Code 42130. The superintendent of each school district shall, in addition to any other powers and duties granted to or imposed upon him or her, submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

42131. (a) (1) Pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. These certifications shall be based upon the board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127, of the district budget, as revised to reflect current information regarding the adopted State Budget, district property tax revenues pursuant to Sections 95 to 100, inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the Superintendent of Public Instruction for the purposes of determining subsequent actions by the Superintendent of Public Instruction, the Controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130 but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

(3) All reports and certifications required under this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall
be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127.

**Education Code 42132.** On or before September 15 of each year, the governing board of each school district shall adopt a resolution to identify, pursuant to Division 9 (commencing with Section 7900) of Title 1 of the Government Code, the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit for the district for the preceding fiscal year.

The following staffing standards shall be applied to remain compliant with the class size constraints prescribed above:

- **Superintendent:** 1.0 per District, until 1,000 student enrollment.
- **Administrative Secretary:** 1.0 per District.
- **Communication Specialist:** 0.5 per District when district enrollment exceeds 7,000 students.
- **Chief Business Official:** 1.0 after 1,000 student enrollment is achieved and until 3,000 students enrolled.
- **Administrative Assistant:** 1.0 per District when district enrollment exceeds 6,000 students.
- **Director of Financial Services:** 1.0 when District enrollment exceeds 3,000 students.
- **Budget Analyst:** 1.0 when District enrollment exceeds 6,000 students.
- **Payroll Specialist (Position Control):** 1.0 when District enrollment exceeds 9,000 students.
- **Budget Technician:** 1.0 when District enrollment exceeds 12,000.
- **Accounting Supervisor:** 1.0 per district.
- **Account Clerks:** 1.0 per 4,000 students plus 1.0 fte when Facilities Projects are in progress.
- **Director of Facilities:** 1.0 per district when enrollment exceeds 7,000 OR if construction projects are being planned or implemented.
- **Facilities Technician:** 1.0 per district when construction projects are being planned or implemented.
- **Purchasing Specialist:** 1.0 per district.
- **Warehouse Supervisor:** 1.0 per district.
- **Warehouse Delivery Driver:** 1.0 per district when enrollment exceeds 7,000 students.
**Additional Staffing**

When District enrollment exceeds 20,000 students

**Payroll:**

TEA Article 10  Any unit member who is a member of Tracy Educators Association (TEA), California Teachers Association (CTA), National Education Association (NEA), or who has applied for membership, may sign and deliver to the District an authorization for appropriate deduction fee of unified membership dues, initiation fees and general assessments for the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months.

CSEA Article 8.2  Except for delay beyond the control of the District, salaries for employees in the unit shall be paid once per month on or before the last weekday of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding weekday.

Except for delay beyond the control of the District, supplemental checks for employees in the unit shall be paid once per month on or before the 10th of the month. If the normal pay date falls on a holiday, the supplemental check shall be issued on the preceding weekday.

CSEA Article 8.3  Any payroll errors resulting in insufficient payment for an employee in the bargaining unit shall be corrected. A supplemental check may be issued within five (5) working days upon the request of the employee. Payroll errors resulting in an over payment to an employee shall be corrected on the following monthly salary warrant. Other repayment arrangements may be made when mutually agreeable to both the District and the employee.

CSEA Article 8.4  Once each year all employees in the bargaining unit shall be provided with notice of sick leave and vacation accrued as of the date of issue.

*The following staffing standards shall be applied to remain compliant with the class size constraints prescribed above:*

**Payroll Technicians**  
1 for each 4,000 students.

**Human Resources:**

TEA Article 18.B  Unit members in the unit shall be provided coverage under the terms and conditions of the District’s workers’ compensation insurance program and the industrial accident or illness leave provisions of this agreement for any injury or illness out of and in the course of their employment.

CSEA Article 35.1.F  Verification of units earned (for the Professional Growth Program) must be submitted to the Human Resources Office with 60 days following the course of completion. Payment for a Professional Growth stipend shall commence only after verification of units completed.
CSEA Article 35.1.G The Professional Growth program will be administered by the District through the Human Resources Office.

CSEA Article 37.1 A parent, guardian of a pupil, or any person who makes a complaint to the District concerning a bargaining unit member shall abide by the provisions of board policy 4215.5.

CSEA Article 40.4.A A Reclassification/Reallocation committee consisting of four administrators selected by the district and four CSEA members selected by the Association will review and recommend reclassifications and reallocations to the district negotiating teams.

California public school employees and substitutes must be fingerprinted, and a criminal background clearance must be received by the employing school district and county office prior to new employees and substitutes rendering paid services.

The California Education Code prescribes:

3700. Every employer except the state shall secure the payment of compensation in one or more of the following ways:
   (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
   (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

Numerous state codes govern the process of a workers’ compensation claim, and Tracy Unified School District must abide by these requirements and timelines. We partner with Keenan & Associates to administer our claims through the JPA and much of the work of the Personnel Technician Workers Compensation is to make sure the district meets the legal obligations for claims. Also, the rights of our employees are protected by federal (Americans with Disabilities Act) and state (Fair Employment and Housing Act) statutes that prohibit discrimination for persons with disabilities. The Personnel Technician Workers Compensation guides the District through the interactive process when questions regarding disabilities and employees arise.

The following staffing standards shall be applied to remain compliant with the class size constraints prescribed above:

- Assistant Superintendent for Human Resources 0.5
- Director of Human Resources 1
- Administrative Assistant to Human Resources 1
- Personnel Technician Certificated 1
- Personnel Technician Classified 0.75
Personnel Technician Livescan 0.5
Personnel Technician Substitutes 1
Personnel Technician Workers Compensation 1
Personnel Clerk Certificated 1

**Evaluation:**

TEA Article XVII essentially states that the District shall evaluate teacher performance with the purpose of improving instruction and developing better instructional programs through professional growth of staff.

**Grievance Procedure:**

TEA Article 9.3 If the grievance is not settled in Step 2, the grievant may appeal it to the Assistant Superintendent for Human Resources.

TEA Article 9.4 If the grievance is not settled in Step 3, the grievant may appeal it to the Superintendent.

**Student Discipline**

The California Education Code prescribes the following:

48240. The board of education of any school district and of any county shall appoint a supervisor of attendance and such assistant supervisors of attendance as may be necessary to supervise the attendance of pupils in the district or county. The board shall prescribe the duties of the supervisor and assistant supervisors of attendance, not inconsistent with law, to include, among other duties that may be required by the board, those specific duties related to compulsory full-time education, truancy, work permits, compulsory continuation education, and opportunity schools, classes, and programs, now required of such attendance supervisors by this chapter and Article 4 (commencing with Section 48450) of Chapter 3 and Article 2 (commencing with Section 48630) of Chapter 4 of this part.

48246. The attendance supervisor, who is a full-time attendance supervisor performing no other duties, of any county, city and county, or school district in which any place of employment is situated, or the probation officer of the county, may at any time enter into any such place of employment for the purpose of examining permits to work or to employ of all minors employed in such place of employment, or for the purpose of investigating violations of the provisions of the Labor Code or of the provisions of this chapter, or Chapter 7 (commencing with Section 49100) of this part. If the attendance supervisor or probation officer is denied entrance to such place of employment, or if any violation of laws relating to the education of minors is found to exist, the attendance supervisor or probation officer shall report the denial of entrance or the violation to the Labor Commissioner. Such report shall be made within 48 hours and shall be in writing, setting forth the fact that he has good cause to believe that such laws are being violated in such place of employment and describing the nature of the violation.
1742. The services described in Sections 1740 and 1741 shall be performed by persons who hold a valid credential issued by the State Board of Education or Commission for Teacher Preparation and Licensing authorizing performance of the service.

46600. (a) The governing boards of two or more school districts may enter into an agreement, for a term not to exceed five school years, for the interdistrict attendance of pupils who are residents of the districts. The agreement may provide for the admission to a district other than the district of residence of a pupil who requests a permit to attend a school district that is a party to the agreement and that maintains schools and classes in kindergarten or any of grades 1 to 12, inclusive, to which the pupil requests admission.

The agreement shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied.

The supervisor of attendance of the district of residence shall issue an individual permit verifying the district's approval, pursuant to policies of the board and terms of the agreement, for the transfer and for the applicable period of time. A permit shall be valid upon concurring endorsement by the designee of the governing board of the district of proposed attendance. The stipulation of the terms and conditions under which the permit may be revoked is the responsibility of the district of attendance.

(b) In addition to the requirements of subdivision (e) of Section 48915.1, and regardless of whether an agreement exists or a permit is issued pursuant to this section, any district may admit a pupil expelled from another district in which the pupil continues to reside.

48900. A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive: ….

Board Policy 5000, Concepts and Roles, states that the focus of the school system is on the student. It is incumbent upon the Governing Board, district and school administration and teachers to provide for the physical and intellectual welfare of the students in their charge. Discrimination among students applying for admission to or attending our schools with respect to color, creed, race, sex, religion, ancestry, handicap, or national origin is prohibited. All pupils are expected to comply with school regulations, to pursue the required course of study, and to accept the authority of the superintendent, administration, certificated and classified staff. The Superintendent or designee shall establish and keep parents/guardians and students well informed about school and district rules and regulations related to attendance, health examinations, records, grades and student conduct. When conducting hearings related to discipline, attendance and other student matters, the Board shall afford students their due process rights in accordance with law.
The following positions are fundamental to ensuring the district remains compliant with these student discipline goals.

<table>
<thead>
<tr>
<th>Position</th>
<th>Full-Time Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dir. Curriculum/Student Services</td>
<td>1.0</td>
</tr>
<tr>
<td>SARB</td>
<td>0.2</td>
</tr>
<tr>
<td>Truancy Officer</td>
<td>1.0</td>
</tr>
<tr>
<td>Secretary to Dir.</td>
<td>1.0</td>
</tr>
<tr>
<td>Clerk Typist II</td>
<td>0.5</td>
</tr>
</tbody>
</table>

**Student Health**

Board Policy 5141.21, Administering Medication and Monitoring Health, states that the Governing Board recognizes that when the district has received written statements from the student’s physician and parent/guardian detailing the type of medication, dosage amount, administration method, and administration time, designated personnel shall assist the student in taking the medication. Medication will be given to the school in a pharmacy labeled bottle that includes the student’s name, name of the physician, medication and dosage of medication to be given. Under no circumstances are school personnel to provide any medication to student’s without proper authorization from a physician, including over-the-counter medication. In addition, upon written request, designated personnel may assist the student in monitoring, testing or other treatment of an existing medical condition (Education Code 49423). Upon written request by the parent/guardian and with the approval of the student’s physician, a student with an existing medical condition that requires frequent monitoring, testing or treatment may be allowed to self administer this service. The student shall observe universal precautions in the handling of blood and bodily fluids.

Further fundamental medical service requirements are stated in Board Policies 5141.22 Infectious Diseases, 5141.3 Head Lice, 5141.3 Health Examinations, and 5141.4 Child Abuse.

The following positions are fundamental to ensuring the district remains compliant with these student health goals.

<table>
<thead>
<tr>
<th>Position</th>
<th>Full-Time Equivalent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinator</td>
<td>1.0</td>
</tr>
<tr>
<td>TFC Planner/Director MAA</td>
<td>1.0 supplemental, funded from MAA</td>
</tr>
<tr>
<td>School Nurse</td>
<td>2.0 supplemental, funded from MAA</td>
</tr>
</tbody>
</table>

**Safe, Clean, Professional Environment:**

Part 25 of the California Education Code (sections 44000-45460) governs management of employees within school districts. Notwithstanding all other limitations of this part of the education code, section 44030 states:

Any principal, teacher, employee, or school officer of any elementary or secondary school who refuses or willfully neglects to make such reports as are required by law is guilty of a misdemeanor and is punishable by a fine of not more than one hundred dollars ($100).
TEA Article 8.A.1 and CSEA Article 31.1 The District will make a good faith effort to provide a safe, clean, professional environment for all (TEA and CSEA) unit members.

TEA Article 8.A.2 The District will establish and communicate a procedure for reporting and responding to environmental health issues. Site contact will accept the request and report it to the District. The District will prioritize work order requests and attempt to resolve the issue within a reasonable amount of time.

TEA Article 18.C The District shall make every effort to provide unit members with a safe place in which to work.

TEA Article 18.C.1 The District will make a reasonable effort to provide a communication system available to all unit members for supervising students.

Education Code Section 17070.75 requires districts participating in the School Facility Program to deposit a minimum of 3% of unrestricted and restricted general fund expenditures into the routine restricted maintenance account.

The California Code of Regulations, Title 5, Section 4610(b), (per Williams Settlement legislation) requires the District to provide:
- adequate instructional materials
- facilities which are clean, safe, and maintained in good repair
- properly assigned teachers to fill all vacancies.

*The following staffing standards shall be applied to remain compliant with the class size constraints prescribed above:*

*Tracy Unified School District will deposit a minimum of 3% of unrestricted and restricted general fund expenditures into the routine restricted maintenance account. These funds will be used for personnel, materials, and appropriate contracted services.*

**Contracting Out:**

CSEA Article 3.2 The District shall not contract out work except as permitted by law.

Education Code 45103.1: (a) Notwithstanding any other provision of this chapter, personal services contracting for all services currently or customarily performed by classified school employees to achieve cost savings is permissible, unless otherwise prohibited, when ALL of the following conditions are met:

1. The governing board or contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the school district, provided that:
   a. In comparing costs, there shall be included the school district’s additional cost of providing the same service as proposed by a
contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.

b. In comparing costs, there shall not be included the school district’s indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed by the school district. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities, and materials.

c. In comparing costs, there shall be included in the cost of a contractor providing a service any continuing school district’s costs that would be directly associated with the contracted function. These continuing school district costs shall include, but not be limited to, those for inspection, supervision, and monitoring.

2. Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor’s wages are at the industry’s level and do not undercut school district pay rates.

3. The contract does not cause the displacement of school district employees. The term “displacement” includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school district.

4. The savings shall be large enough to ensure that they will not be eliminated by private sector and district cost fluctuations that could normally be expected during the contracting period.

5. The amount of savings clearly justify the size and duration of the contracting agreement.

6. The contract is awarded through a publicized, competitive bidding process.

7. The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor’s hiring practices meet applicable nondiscrimination standards.

8. The potential for future economic risk to the school district from potential contractor rate increases is minimal.

9. The contract is with a firm. A “firm” means a corporation, limited liability corporation, partnership, nonprofit organization, or sole proprietorship.

10. The potential economic advantage of contracting is not outweighed by the public’s interest in having a particular function performed directly by the school district.
(b) Notwithstanding any other provision of this chapter, personal services contracting shall also be permissible when ANY of the following conditions can be met:

1. The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

2. The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

3. The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as “service agreements,” shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

4. The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

5. The nature of the work is such that the criteria for emergency appointments apply. “Emergency appointment” means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.

6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.

7. The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district’s regular or ordinary hiring process would frustrate their very purpose.

This section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

Materials:
TEA Article 8.B The District will make a good faith effort to provide adequate teaching materials, supplies, textbooks and operable technology, equipment and facilities
**Mandated Costs**

Government Code Sections 17500 through 17617 provides for the reimbursement of costs incurred by school districts for costs mandated by the State. Costs mandated by the State means any increased costs which a school district is required to incur after July 1, 1980, as a result of any statute enacted after January 1, 1975, or any executive order implementing such statute which mandates a new program or higher level of service of an existing program. The following programs are mandated:


Education Code § 48260.5, as added by Chapter 498, Statutes of 1983, requires that school districts, upon a pupil's initial classification as a truant, notify the pupil's parent or guardian by first-class mail or other reasonable means, of the pupil's truancy, that the parent or guardian is obligated to compel the attendance of the pupil at school and that the parent or guardian who fails to meet this obligation may be guilty of an infraction and subject to prosecution pursuant to Article 6 (commencing with § 48290) of Chapter 2 of Part 27. Additionally, the district must inform parents and guardians of alternative educational programs available in the district, and the right to meet with appropriate school personnel to discuss solutions to the pupil's truancy.

**Special Education**

The largest unfunded mandate imposed upon the district is the identified, but unfunded need to meet the needs of students who fall within the jurisdiction of the Individuals with Disabilities Act (IDEA). The Individuals with Disabilities Education Act (IDEA) is the law that provides service and support to children with disabilities throughout the US. IDEA provides States with the regulations, guidelines and requirements to support them to design and implement programs in special education. The overall goal is to improve student achievement by providing appropriate services.

*The position of the Director of Special Education is fundamental to ensuring the district remains compliant with the goals of IDEA. The position is categorically funded, but encroaches on unrestricted funds.*
Technology
The Tracy Unified School District Technology plan states that:

Tracy Unified School District (TUSD) serves the needs of 16,500 students in Tracy. Over 800 teachers rely on e-mail, voice mail, instant messaging and faxes to communicate with each other, district staff, students and parents. School sites provide wireless network connectivity for teachers and students. All network computers have access to Microsoft Office suite. All teachers and students have e-mail accounts through the District mail server. All libraries have between 4 and 40 computers that are networked with Internet access available to students and teachers throughout the day. The libraries open 30 minutes before school begins and are open 30 minutes after school ends. The District and all school sites each maintain their own web site. Teachers have the ability to publish class curriculum and other information on their own portal web site.

The position of one FTE of a District Director of Information Services and Educational Technology to support these technology goals. E-rate funds, supplemental grant funds, lottery funds, and other appropriate dollars may support this core function as available.