

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, AUGUST 26, 2008

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

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

A G E N D A

- 1. Call to Order**
- 2. Roll Call – Establish Quorum**
Board: G. Crandall, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn
Staff: J. Franco, R. Strong, C. Goodall, S. Harrison and B. Etcheverry.
- 3. Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
 - 3.1 Educational Services:**
 - 3.1.1 Findings of Facts:** #FF08-09/1, 2
 - 3.1.2 Application for Reinstatement:** AR#08-09/6, 7, 8, 9, 10, 11
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___.
 - 3.1.3 Application for Enrollment:** AFE#08-09/2, 3, 4
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___.
 - 3.2 Human Resources:**
 - 3.2.1 Consider Public Employee/Employment/Discipline/Dismissal/Release**
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___.
 - 3.2.2 Conference with Labor Negotiator**
Agency Negotiator: Ray Strong
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA
 - 3.2.3 Conference with Legal Counsel**
Anticipated Litigation (G.C. 54956.9(b))
Number of Potential Cases: 2 (two)
- 4. Adjourn to Open Session**
- 5. Call to Order and Pledge of Allegiance**
- 6. Closed Session Issues:**

6a Action on Findings of Fact FF#08-09/1, 2

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

6b Report Out of Action Taken on Application for Reinstatement: AR#08-09/6, 7, 8, 9, 10, 11

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6c Report Out of Action Taken on Application for Enrollment: AFE#08-09/2, 3, 4

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of August 12, 2008.

1-5

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.

9.1 Recognize and Congratulate Tracy High School Teacher, Bill Meyer for Receiving a Lifetime Achievement Award from the Central Valley Youth Symphony Association

9.2 Recognize Monte Vista Sixth-Grader Brianna Olsen for Tutoring Guatemalan Students While on a Trip to South America

10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you, there is a taped record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.

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

11.1 Administrative & Business Services:

11.1.1 Receive Report on Facilities Project Update

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11.1.2 Receive Report on Improving the Quality of School District Playing Fields and Grounds

7-8

11.1.3 Receive Report on Summer Maintenance Projects

9

11.2 Educational Services:		Pg. No.
11.2.1 Receive Report on District's STAR Results for the 2007-08 School Year		10
12. PUBLIC HEARING:		
12.1 Educational Services:		
12.1.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District		11-12
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 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda		13-14
13.1.2 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda		15-17
13.2 Educational Services:		
13.2.1 Ratify Contract with Julie Zito, Occupational Therapy		18-20
13.2.2 Approve Service Agreement with San Joaquin County Substance Abuse Services		21-23
13.2.3 Ratify Contract with the Speech Pathology Group, Inc.		24-32
13.2.4 Approve Overnight Field Trip to the San Francisco Maritime National Historic Park for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School on November 13-14, 2008		33-39
13.3 Human Resources:		
13.3.1 Approve Classified, Certificated and/or Management Employment		40-42
13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment		43-44
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 Adopt Board Policy 3551 and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy 3554 and Administrative Regulation 3554 Other Food Sales (Second Reading-Intent to Adopt)		45-64
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.		
14.1.2 Authorize the Director of Transportation to Bid and Award the Purchase of One (1) Fifty (50) Passenger School Bus to Accommodate the additional Growth in the Mountain House Development and Hire One (1) Eight (8) Hour Bus Driver/Custodian/Groundkeeper		65
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.		

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|----------------|---|----------------|
| 14.2 | Educational Services: | Pg. No |
| 14.2.1 | Adopt Resolution #08-04: A Declaration That there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District | 66-70 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.2.2 | Adopt Resolution #08-03 Supporting the National Red Ribbon Celebration Campaign | 71-73 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.2.3 | Adopt Revised Board Policy 6020 and Acknowledge Administrative Regulation 6020 Parent Involvement. (First Reading) | 74-85 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.2.4 | Approve Memorandum of Understanding Agreement Between San Joaquin County Public Health Services Immunization Registry Project (aka-RIDE) Regional Immunization Data Exchange) and Tracy Unified School District | 86-92 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3 | Human Resources: | |
| 14.3.1 | Approve University of Phoenix Education Intern Program | 93-96 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.2 | Approve Student Teaching Agreement with San Jose State University | 97-101 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.3 | Approve Upgrade of Four Groundskeeper I Positions to Irrigation Specialist/Grounds Mechanic | 102 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.4 | Approve Revised Job Description for Irrigation Specialist/Grounds Mechanic | 103-104 |
| 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 | September 9, 2008 | |
| 17.2 | September 23, 2008 | |
| 17.3 | October 14, 2008 | |
| 17.4 | October 28, 2008 | |
| 18. | Upcoming Events: | |
| 18.1 | August 27, 2008 BTSN: Bohn, Williams | |
| 18.2 | September 1, 2008 No School, Labor Day | |
| 18.3 | September 3, 2008 BTSN: West High | |
| 18.4 | September 4, 2008 BTSN: Duncan Russell, Stein | |

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, August 12, 2008**

5:00 PM: President Vaughn called the meeting to order and adjourned to closed session.

Roll Call: Board: T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn
Absent: G. Crandall
Staff: J. Franco, R. Strong, S. Harrison, C. Goodall, B. Etcheverry.

7:10 PM: 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** Action on Findings of Fact # FF07-08/ 204
Action: Lewis, Guzman. **Vote:** Yes-5; No-0; Absent-1(Crandall)
6b Report Out of Action Taken on Application for Reinstatement:
AR#08-09/1, 2, 3, 4, 5
Action: Approve. **Vote:** Yes-5; No-0; Absent-1(Crandall)
6c Report Out of Action Taken on Application for Enrollment: AFE#08-09/1
Action: Deny. **Vote:** Yes-5; No-0; Absent-1(Crandall)
6d Report Out of Action Taken on Waiver of Expulsion: WE#08-09/1
Action: Approve. **Vote:** Yes-5; No-0; Absent-1(Crandall)

Employees Present: C. Edmiston, K. Fistolera, D. Wakefield, B. Carter, P. Hall

Press: J. Gokham (Tri Valley Herald), J. Wadsworth (Tracy Press)

Visitors Present: D. Hanson, C. Frankel

Minutes: Approve Regular Minutes of June 24, 2008.
Action: Guzman, Swenson. **Vote:** Yes-5; No-0; Absent-1(Crandall)

Student Representative Reports: None.

Recognition & Presentations: None.

Hearing of Delegations

None.

Information & Discussion Items:

11.1 Administrative & Business Services:

11.1.1 Receive Report on Facilities Projects Update

Denise Wakefield, Director of Facilities, presented a power point which reviewed the status of the facilities projects. Pictures of the Tracy High future plans were reviewed and pictures of the new 2 story classroom building. Pictures of the West High stadium and pool were also shown. Kimball High pictures showed the foundation and the progress being made at that site. Change orders and their cost were reviewed. A status on the West High theater was given. The plans have just been approved and should go out to bid in September.

11.2 Educational Services:

11.2.1 Receive Report on the Memorandum of Understanding Agreement Between San Joaquin County Public Health Services Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) and Tracy Unified School District

Cindy Edmiston, Coordinator of Health Services, Marshay Pratt, of the San Joaquin County Public Health Office gave a report on the RIDE program. The cost is minimal and there is no fee for participation. This will insure that no matter where people move, we are able to keep track of their immunizations. The next board meeting will have an agenda item to approve this registry program.

Public Hearing:

12.1 Administrative & Business Services:

12.1.1 Open Public Hearing on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6(d)

Opened public hearing at 8:05 p.m.
No comments were made.
Closed public hearing at 8:06 p.m.

Consent Items:

Action: Lewis, Hawkins.
Amended Item 13.3.2 to rescind the resignation of Manya Rice.
Vote: Yes-5; No-0; Absent-1(Crandall)

13.1 Administrative & Business Services:

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

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

- 13.1.3 Adopt Resolution No. 08-01 Authorizing Temporary Loans Between Funds
- 13.1.4 Accept Donations
- 13.1.5 Approve Assembly Vendors and Site Assembly Utilization Calendars

- 13.2 **Educational Services:**
 - 13.2.1 Ratify Contract with Lisa Balogh, OTR for Occupational Therapy Services
 - 13.2.2 Ratify Contract with Carol Lehman, SLP
 - 13.2.3 Ratify Master Contract and Individual Services Agreement with North Valley School, Inc.
 - 13.2.4 Ratify Master Contract and Individual Services Agreement with Tobinworld II, NPS
 - 13.2.5 Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center
 - 13.2.6 Ratify Master Contract and Individual Services Agreement with Options in Education, NPS
 - 13.2.7 Ratify Service Agreement for Beverly Campbell, Presenter for Staff Development Training for John C. Kimball High School Staff on August 1, 2008
 - 13.2.8 Ratify the Consolidated Application, Part 1, for Tracy Unified School District (Under Separate Cover)
 - 13.2.9 Approve Application Authorizing the District to Enter into a Contract with the State for a Child Development Program for 2008-09 and to Authorize Designated Personnel to Sign Contract Documents
 - 13.2.10 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist in Residence Program at Delta Island School
 - 13.2.11 Receive Update on Quarterly Williams Uniform Complaint Reports for Quarter Ending July 15, 2008
 - 13.2.12 Approve Overnight Travel for Tracy High Women's Varsity Water Polo Team to Attend Silver State Shootout in Reno, Nevada, on September 4-7, 2008
 - 13.2.13 Ratify Service Agreement with Stanislaus County Office of Education for Student Hearing Screenings for the 2008/2009 School Year
 - 13.2.14 Ratify Service Agreement with U.C. Berkeley School of Optometry for Student Vision Screenings for the 2008/2009 School Year

- 13.3 **Human Resources:**
 - 13.3.1 Approve Classified, Certificated and/or Management Employment
 - 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
 - 13.3.3 Approve Affiliation Agreement with University of Delaware
 - 13.3.4 Approve School Psychology Agreement with Chapman University College

- 13.3.5 Approve Service Agreement with Ryan Adamo (West High) for the 2008 Football Season
- 13.3.6 Approve Service Agreement with Damio Towkaniuk (Tracy High) for the 2008 Football Season

Action Items:

- 14.1 **Administrative & Business Services:**
 - 14.1.1 Acknowledge Administrative Regulation 5116.1 Intradistrict Open Enrollment (Second Reading, Intent to Adopt)
Action: Lewis, Guzman. **Vote:** Yes-5; No-0; Absent-1(Crandall)
 - 14.1.2 Adopt Board Policy 3551 and Administrative Regulation 3551 Food Services Operations/Cafeteria Fund and Board Policy 3554 and Administrative Regulation 3554 Other Food Sales (First Reading)
Action: Guzman, Lewis. **Vote:** Yes-5; No-0; Absent-1(Crandall)
 - 14.1.3 Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with UMS Banking to Allow Online Payment for Transportation Fees
Action: Guzman, Hawkins. **Vote:** Yes-5; No-0; Absent-1(Crandall)
 - 14.1.4 Ratify the Purchase of Two(2) School Busses and Authorize the Director of Transportation to Bid and Award the Purchase of Two (2) Additional School Busses to Accommodate Additional Special Education Curb-To-Curb Bus Riders for the 2008-09 School Year
Action: Swenson, Lewis. **Vote:** Yes-5; No-0; Absent-1(Crandall)
 - 14.1.5 Adopt Resolution No. 08-02 Adopting the School Facilities Needs Analysis and Establishing School Facilities Fees
Action: Guzman, Swenson. **Vote:** Yes-5; No-0; Absent-1(Crandall)
 - 14.1.6 Approve and Appoint Applicant for Alternate Position on Bond Oversight Committee
Action: Hawkins, Lewis. **Vote:** Yes-5; No-0; Absent-1(Crandall)
 - 14.1.7 Authorize the Associate Superintendent for Business Services to Enter Into an Agreement with School Site Solutions, Inc., to Develop a Report on the Impacts the Proposed Lammersville School District Unification Will Have on the Respective Districts
Action: Lewis, Hawkins. **Vote:** Yes-5; No-0; Absent-1(Crandall)
 - 14.1.8 Approve State Teachers Retirement System (STRS) Exemption Request for Retired Associate Superintendent for Human Resources, Mr. Ray Strong
Action: Hawkins, Guzman. **Vote:** Yes-5; No-0; Absent-1(Crandall)
 - 14.1.9 Approve Clarification Language for the Conflict of Interest Code
Action: Lewis, Guzman. **Vote:** Yes-5; No-0; Absent-1(Crandall)
- 14.2. **Educational Services:** None.
- 14.3 **Human Resources:**
 - 14.3.1 Approve Revised Job Description for Accounting Supervisor

Action: Guzman, Swenson. **Vote:** Yes-5; No-0; Absent-1(Crandall)
14.3.2 Approve Revised Job Description for Academies Secretary
Action: Guzman, Lewis. **Vote:** Yes-5; No-0; Absent-1(Crandall)
14.3.3 Approve Expenditure of General Fund Money in the Amount of
\$10,000 to Cover the cost of Monetary Awards for Employee
Accomplishments and/or Contributions
Action: Lewis, Guzman. **Vote:** Yes-5; No-0; Absent-1(Crandall)

Board Reports:

Trustee Lewis is looking forward to a new school year. His son will begin his last year at West High. He toured Tracy High and saw all of the work that Bill Willner's group has done. He would like to see some photos showing the projects and their status at another board meeting. Casey has done an excellent job of addressing those issues. It would also be nice to have a review of all the grounds and maintenance work that was done over the summer. He received the synre voice welcome back message. Trustee Hawkins visited the construction site at Tracy High over the summer. He appreciates Denise and her crew for all of their work. It's a beautiful project. Trustee Swenson toured the 2 story building a few weeks ago and went again today. Our teachers will be happy to be in there and can't wait for the upstairs to be finished. He also attended a facility meeting and reviewed the change orders. Tom Crites does a great job with the documentation. Trustee Guzman thinks the new facilities look great. His daughter will be a freshman at Tracy High and has a class on the first floor of the new building. Congratulations to everyone on a great job. Trustee Vaughn attended the new teacher luncheon. The audience received a great speech from Jason Noll, principal at Tracy High. He also attended a few facilities meetings. He took the tour with the group to see the new building at Tracy High. It is very nice and professionally done along with the new technology they will have to work with.

**Superintendent
Report:**

Dr. Franco showed the new staff development DVD. He thanked Sheila and Jessica for their work and the 2 young ladies that are in the drama classes at Tracy High. On September 12th during the football game of Tracy High v. Los Banos, we will dedicate the Wayne Schneider Stadium. He also thanked James Vaughn for his speech at the teacher luncheon and thanked the Lions Club for their support.

**8:37 P.M.
Adjournment.**

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business
DATE: August 18, 2008
SUBJECT: Receive Report on Facilities Projects Update

Background: Rainforth Grau Architects have been working with the staff at Tracy High School on the final schematic of classroom and other space layouts in the Cafeteria/Music/Classroom Building and the Library/Classroom Building that will be used to develop final construction drawings.

Rationale: Kevin Arwood, Rainforth Grau Architects will present the final schematic of the two buildings described above as an informational update to the Board.

Funding: N/A.

Recommendation: Receive Report on Facilities Projects Updated

Prepared by: Casey Goodall Associate Superintendent for Business Services



BUSINESS SERVICES MEMORANDUM

TO: Jim Franco, Superintendent
FROM: Casey Goodall, Associate Superintendent for Business Services
DATE: August 18, 2008
SUBJECT: Receive Report on Improving the Quality of School District Playing Fields and Grounds

BACKGROUND: Recognizing many of the benefits of well-maintained grounds, the Tracy Unified School District Board of Trustees established a set of goals to improve the appearance and utility of our turf and garden areas. Coincidentally, a large increase in demand for school bus routes occurred to address growth outside of town, and to address special education curb-to-curb transportation demands.

To address both sets of needs, the district established a joint job description, which included bus driving, custodial, and grounds-keeping responsibilities. These positions began to be filled toward the end of the 2006-07 school year. Training was conducted. Mowing and irrigation teams were established.

It was not until July of 2007 that the enhanced crew was able to begin addressing the backlog of grounds projects. The mowing cycle was reduced from every fourteen days to weekly or more frequent. Then, neglected irrigation systems began to be repaired and improved.

Once these basic tasks had been addressed, the goals became complex enough, that by May of 2007, a more detailed plan was necessary to coordinate the work effort. The grounds leadership team established a prioritized list of projects. The researchers met with crew members, shared thoughts and experiences, studied background resources, learned, and shared knowledge about grounds and about how grounds at Tracy Unified School District could be improved.

RATIONALE: The team conducted a pre-inspection of each school site and developed a specific plan to address the grounds needs of each school. The Grounds Department began the intervention projects in May and completed a number of formative assessments during the summer. The details of these efforts are described in the following Action Research Document. A post inspection of each site was completed near the beginning of the traditional school year, and a series of observations and conclusions is offered in section VII of the document.

One of the most significant observations made during the study is that the existing contract for rodent eradication is not effective. Proposed changes to the job description would require licensing and approval for our own staff members to safely and effectively eradicate rodents from our school grounds.

A second conclusion is that maintaining healthy and attractive turf is a constant effort. A sprinkler repaired in the morning may be damaged by the afternoon. Rodent and vehicle damage is ever present. Valves and clocks fail. Pipes burst. Without constant monitoring and immediate response, the appearance and utility of a field can decline very quickly.

A third conclusion made during the study is that the current grounds crew has been assigned to tasks with such specialized focus on specific aspect of grounds maintenance that individuals do not notice, report, and/or correct grounds issues outside their specialized set of tasks. Proposed changes to the job description would allow formation of five different grounds teams, each responsible for maintenance of from two to six schools, depending on size. Each team would be responsible for all grounds maintenance at the assigned school, from rodent eradication to mowing and trimming, to routine formal inspections, to irrigation repairs, to repairs of turf and garden areas, etc.

FUNDING: All costs of completing the action research project was addressed within the grounds department budget. Upgrades to positions will be funded from savings from cancelling the existing rodent eradication contract.

RECOMMENDATION: Receive Report on Improving the Quality of School District Playing Fields and Grounds

Prepared by: Casey Goodall – Associate Superintendent for Business Services



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: August 18, 2008
SUBJECT: Receive Report on Summer Maintenance Projects

BACKGROUND: The Maintenance Department conducted a number of projects during the summer.

RATIONALE: Staff will provide an update at the board meeting.

FUNDING: N/A.

RECOMMENDATION: Receive Report on Summer Maintenance Projects

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SHK* Dr. Sheila Harrison, Assistant Superintendent for Educational Services
DATE: *SHK* August 15, 2008
SUBJECT: Receive Report on the District's STAR Results for the 2007-08 School Year.

BACKGROUND: The California Department of Education recently released the results of the STAR testing from the spring of 2008. The results of the STAR tests are used to determine the district's and individual sites score on the state accountability system, the Academic Performance Index (API). The STAR results are also used for the federal accountability measure, the Adequate Yearly Progress (AYP). The API and AYP Results will be released separately on August 29, 2008. The STAR testing program includes the California Standards Test (CST), the California Alternative Performance Assessment (CAPA), the California Modified Assessment (CMA), the CAT6/Survey (grades 3 and 7 only), and assessments of primary language achievement for Spanish speakers including the new Standards Test in Spanish (STS) for grades 2-8, and the Aprenda 3 for grades 9-11.

RATIONALE: The report includes information on the results of the STAR testing from the 2007/08 school year. In addition, the report outlines a number of district initiatives in place to improve student achievement K-12. This supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment, and research-based instruction that ensures that all student meet or exceed grade level standards and results in closing the achievement gap

FUNDING: No cost.

RECOMMENDATION: Receive Report on the District's STAR Results for the 2007-08 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 11, 2008
SUBJECT: Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District

BACKGROUND: Section 60119 (as revised by Chapter 900, Statutes of 2004) and CCR, Title 5 Section 9531(c) of the California Education Code requires that the governing board annually hold a public hearing in which the input of parents, teachers, members of the community, and bargaining unit leaders is encouraged. The public hearing is held to determine whether "each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the state board:"

- (i.) Mathematics
- (ii.) Science
- (iii.) History-Social Science
- (iv.) English/language arts, including the English language development component of an adopted program.

RATIONALE: The public hearing requirement is one component of the state audit guide. Failure to conduct the hearing may cause the district to lose a portion of its instructional materials funding, i.e., Instructional Materials Fund Realignment Program (IMFRP). This item aligns with Strategic Goal #1: Provide a Relevant and Meaningful Curriculum.

FUNDING: Failure to conduct a public hearing may result in loss of state textbook funds to the district.

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

Prepared by: Dr. Donna Sonnenburg, Director of Instructional Media Services and Curriculum

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

Date: Tuesday, August 26, 2008

Place: District Education Center
Boardroom

Time: 7:00 p.m.

AGENDA

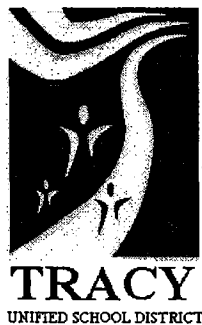
PUBLIC HEARING: Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District.

- 14. Action Items:** Action items are considered and voted on individually. Trustees receive backup 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.

14.2 Educational Services:

14.2.1 Adopt Resolution #08-04, A Declaration That There are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

Posted: 8/15/08



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey J. Goodall, Associate Superintendent for Business Services
DATE: August 15, 2008
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 J. Goodall, Associate Superintendent of Business Services

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES**

A. Vendor: Engineered Facility Equipment
Site: Tracy High School – Locker Replacement
Item: Agreement
Services: Replace lockers in the boy's and girl's locker room and team rooms.
Cost: \$248,807.00
Project Funding: Deferred Maintenance 08/09

B. Vendor: RH Tinney, Inc.
Site: District Education Center - ISET
Item: Quote
Services: Provide and install 15 ton Carrier, Aquasnap water chiller to match the existing in operating requirements.
Cost: \$24,201.00
Project Funding: Maintenance

C. Vendor: City of Tracy
Site: Kimball High School
Item: Impact Fees & Fair Share Cost Obligation - Ratify
Services: The City of Tracy provided the impact fees and fair share costs associated with the infrastructure improvements for Kimball High School which includes potable and non-potable water facilities, storm drain and sewer facilities and roadway improvements. Payment of the impact fees and fair share costs must be submitted to the City prior to issuance of the encroachment permit.
Cost: \$6,577,093.00
Project Funding: Developer Fees and State School Building Fund (SSBF)

D. Vendor: City of Tracy
Site: Kimball High School
Item: Final Engineer Review Fees - Ratify
Services: The City of Tracy provided the final engineer review fees for Kimball High School which include plan check, offsite improvement and inspection fees. Payment of the engineer review fees must be submitted to the City prior to issuance of the encroachment permit.
Cost: \$122,446.55
Project Funding: Developer Fees and SSBF

E. Vendor: Bockmon and Woody Electric
Site: Tracy Learning Center (Clover)
Item: Notice of Completion
Services: Contractor to provide electrical low voltage connections for three new relocatable classrooms delivered to the school site.
Original Contract: \$104,050.00 Change Order: \$4,928.00 Total Amount: \$108,978.00
Completion Date: July 25, 2008
Project Funding: General Fund



BUSINESS SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: Dr. Casey J. Goodall, Associate Superintendent for Business Services
Date: August 15, 2008
SUBJECT: **Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES**

-
- A. Vendor: Pacific Gas & Electric Company
Site: Tracy High School – New Classroom Building
Item: Agreement - Ratify
Services: Replacement of a 3' x 5' electrical enclosure in the new classroom building driveway.
Cost: \$18,367.94
Project Funding: Local Bond Funds and State School Building Fund (SSBF)
-
- B. Vendor: Roebbelen Contracting, Inc.
Site: Tracy High School – New Classroom Building
Item: Change Order #5
Services: Scope of work documented on change order summary.
Cost: \$301,865.00
Project Funding: Local Bond Funds and SSBF
-
- C. Vendor: Rainforth Grau Architects
Site: Tracy High School Modernization – Gymnasium/HVAC
Item: Amendment #2
Services: Original architect agreement written to place the HVAC units on the gymnasium roof; Amendment #1 covered the structural engineering costs to analyze the possibility of putting the units on new shelters. Architectural fees to be revised on a time and materials/not to exceed bases in order to cover any remaining cost for this project.
Cost: \$128,000.00 - Time & Material/Not to Exceed
Project Funding: Local Bond Funds and SSBF
-
- D. Vendor: Hazard Management Services
Site: Tracy High School Modernization – Gymnasium/HVAC
Item: Increased Cost - Ratify
Services: Boiler in the room located outside the pool area required more time to remove; thus more hazardous inspections required then originally anticipated.
Cost: \$8,188.00
Project Funding: Local Bond Funds and SSBF
-
- E. Vendor: Rainforth Grau Architects
Site: Tracy High School – Renovation and New Construction Project
Item: Extra Services Agreement - Ratify
Services: The complexity of the acoustical issues for the band and choir rooms, cafeteria and library, warrants the services of acoustical specialists which fall under additional service fees for the architect.
Cost: \$12,170.00 Not to Exceed
Project Funding: Local Bond Funds and SSBF
-

F. Vendor: Division of the State Architect
Site: Tracy High School – Renovation and New Construction Project
Item: DSA-1 Application - Ratify
Services: Application and payment necessary for plan and specification approval for the Replacement Food Services & Hospitality Facility CTE Modernization and Child Development CTE Modernization.
Cost: \$65,500.00
Project Funding: Local Bond Funds and SSBF

G. Vendor: American Modular Systems
Site: West High School – Stadium/Pool
Item: Change Order #1 - Ratify
Services: Upgrade toilet/urinal screens and water heater to a 9wk size in the concession building, as required by the County Dept. of Environmental Health.
Cost: \$7,160.00
Project Funding: Local Bond Funds and SSBF

H. Vendor: American Modular Systems
Site: West High School – Stadium/Pool
Item: Change Order #2 - Ratify
Services: Upgrade toilet/urinal screens in the community building and one (1) hi/low drinking fountain outside the building, as required by the County Dept. of Environmental Health.
Cost: \$10,525.23
Project Funding: Local Bond Funds and SSBF

I. Vendor: American Modular Systems
Site: West High School – Stadium/Pool
Item: Notice of Completion
Services: Contractor to provide relocatable buildings; concession, classroom, community and storage building for new stadium and pool facility.
Original Contract: \$751,500.00 Change Order: \$17,685.00 Total Amount: \$769,185.00
Completion Date: June 13, 2008
Project Funding: Local Bond Funds and SSBF

J. Vendor: Southern Bleachers Construction Company
Site: West High School – Stadium/Pool
Item: Change Order #2 - Ratify
Services: Additional concrete footings installed at the visitors side due to the discovery of an existing electrical line, storage charges of grandstand materials as site was not ready at the time of delivery and a deduction for the contractor's subcontractor damaging existing conduit and wires in the new stadium facility.
Cost: \$12,264.00
Project Funding: Local Bond Funds and SSBF

K. Vendor: Southern Bleachers Construction Company
Site: West High School – Stadium/Pool
Item: Notice of Completion
Services: Contractor to provide and install spectator seating bleachers and press box for the new stadium and pool facility.
Original Contract: \$1,130,030.00 Change Order: \$16,323.00 Total Amount: \$1,146,353.00
Completion Date: June 7, 2008
Project Funding: Local Bond Funds and SSBF



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: JAK Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 13, 2008
SUBJECT: Ratify Contract with Julie Zito, OTR/L

BACKGROUND: Special Education Students may require specialized instruction and support from outside service providers. This particular student is currently attending a non-public school and continues to require occupational therapy services as stated in his IEP. Julie Zito, OTR/L has agreed to provide the needed and legally required services for the student. Ratification is necessary due to the fact services are being provided based on current IEP provisions.

RATIONALE: School districts must offer a continuum of services including, when necessary, occupational therapy to students with exceptional needs. This request supports Strategic Goal #1: Provide a variety of learning opportunities in safe, caring learning environments in order to improve achievement.

FUNDING: The contract rate is \$83.00 per hour, with the total not to exceed \$830.00. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Contract with Julie Zito, OTR/L

Prepared by: Nancy E. Hopple, 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 **Julie Zito, OTR/L**, 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: **Occupational Therapy services which include direct contact with pupil; training and consultation to IEP team members including parent(s), teacher, aides, and behaviorist. Services also include attendance at IEP meetings.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **10 hours/year** under the terms of this agreement at the following location **Tobin World II, NPS.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$83.00 per hour for therapeutic services and IEP attendance, not to exceed a total of \$830.00** for this contract. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a **monthly basis** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. 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 8, 2008, and shall terminate on June 30, 2009.
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, Nancy E. Hopple (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:

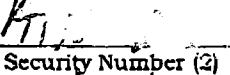
Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, 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.

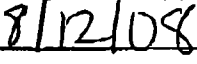
AGREED:




Consultant Signature (1)



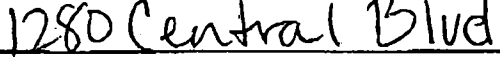
Social Security Number (2)



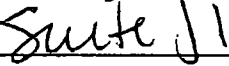
Date



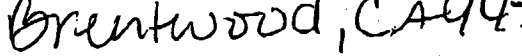
Title



Address



Address




Address

Tracy Unified School District

Date

Title



Account Number to be Charged

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.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 4, 2008
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Substance Abuse Services.

BACKGROUND: The Prevention Services Office coordinates the District's Federal Safe and Drug Free Schools Programs which includes implementation of approved prevention curriculum and counseling services. San Joaquin County Substance Abuse Services offers TND (Toward No Drug Abuse) which is a twelve-week curriculum approved by the California Department of Education and the U.S. Department of Education. This course will be offered to students at Willow Community Day School and Excel Opportunity at Tracy High School.

RATIONALE: Students referred to Excel Opportunity and Willow Day School are considered at-risk for dropping out of school. The Toward No Drug Abuse curriculum is a skills-based program that will address the importance of remaining in school, making good choices regarding personal health and safety and remaining drug-free. This supports Strategic Goal #4, Developing The Whole Student.

FUNDING: Fees for services are \$250 which covers student material costs. There is no fee for the counseling services or curriculum. The fees will be paid through the Safe and Drug Free Schools Program (Title IV).

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Substance Abuse Services.

Prepared by: Joan E. Stone, 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 San Joaquin County Substance Abuse Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Psychoeducational group counseling for high school and middle school students attending Willow Community Day School and Excel Opportunity at Tracy High School.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 40 weeks (3 days/week) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Willow Day School and Excel Opportunity @ Tracy 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 \$250.00 per **HOURLY/DAY/FLAT RATE** (circle one), not to exceed a total of \$250.00. 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 September 1, 2008, and shall terminate on June 1, 2009.
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. Stone, Coordinator at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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:

Judy Anselmi
Consultant Signature (1)

Social Security Number (2)

Date 8/4/087

Substance Abuse Program Manager

Title
2402

620 N. Aurora St., Suite 5
Address

Stockton, Ca. 95202

Tracy Unified School District
Tracy Unified School District

Date

SAFE Schools Grant

Account Number to be Charged: 01-3710-0-1110-3710-4300-800-

Prevention Services Office
Department/Site Approval

Joan E. Stone
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: ~~JK~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 8, 2008
SUBJECT: Ratify Contract with The Speech Pathology Group, Inc.

BACKGROUND: Tracy Unified currently has 1.2 unfilled FTE vacancies for Speech, Language Pathologists (SLP.) When positions have remained unfilled, we have contracted with Nonpublic Agencies (NPA) to provide appropriate services to students with IEPs for speech therapy. Last year, we contracted for the equivalent of 2.0 unfilled vacancies with several providers. We have contracted with The Speech Pathology Group for several years. We would like to renew their contract for two SLPA providers to work part time. SLPAs are speech therapy "assistants." They will be supervised by our TUSD Speech Language Pathologists.

Ratification is necessary due to the fact that we waited to see if credentialed candidates would apply for the 1.2 vacancies. That did not occur, and students' IEPs now need to be covered to avoid compliance issues.

RATIONALE: A school district must provide designated instructional services in order for a child to benefit from his/her special education services. Speech therapy is a designated instructional service and at this time there is no district employee with the qualifications to meet this need. This request supports Strategic Goal #1, "Provide a variety of learning opportunities in safe, caring learning environments in order to improve achievement."

FUNDING: The contract rate for The Speech Pathology Group, Inc. SLPA is \$60.00 per hour. Two SLPAs will work a 165 day contract, seven hours each day. Contract expenses will not exceed \$69,300 for each SLPA through the end of this school year. Expenses are budgeted in account # 01-6500-0-5750-1180-5800-809-2542. Funding for Nonpublic Agency expenses are built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds.

RECOMMENDATION: Ratify Contract with The Speech Pathology Group, Inc.

Prepared by: Nancy E. Hopple, Director of Special Education.

Speech Pathology Group, Inc.

2021 Ygnacio Valley Rd, C202
Walnut Creek, CA 94598
Ph (925) 945-1474
Fx: (925) 945-1483

AGREEMENT BETWEEN
Tracy JT. Unified School District
AND
THE SPEECH PATHOLOGY GROUP, INC.

THIS AGREEMENT is effective August 13, 2008 by and between the Tracy Jt. 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 sixty (60) 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 August 13, 2008. 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 **twenty- (20) business days** written notice 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 Speech Pathology Group 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. 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 20 day notice of termination. Contractor does request that employees provide a minimum of 20 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.
- a. 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.

- b. 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.
 - c. 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.
- 5. **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.
- 6. **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.
- 7. **Fingerprinting and Criminal Records Check of Contractor's Employees:** Contractor utilizes California Licensing requirement for criminal background checks and fingerprint clearance in accordance with California Department of Education 44237, Educational Code requirements for Non Public Agencies. The California Speech-Language Pathology and Audiology Board, a division of the California Department of Consumer Affairs, maintains fingerprint clearance on all licensed therapists. If District/Facility policy requires contractor's employee to obtain separate fingerprint check prior to placement at facility site, they may do so at District's/Facilities expense.
- 8. **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.
- 9. **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.
- 10. **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.
- 11. **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.
- 12. **Non-Compete:** During the term of this Agreement and for the immediate twelve calendar months following termination of this Agreement, Tracy Jt. 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 NPA. 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.

13. **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.
14. **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 sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Name: Tracy Jt. Unified School District
Address: 1875 West Lowell Ave.
City: Tracy St: CA Zip: 95376

Phone: (209) 830-3200
Fax: (209) 830-3204

CONTRACTOR

The Speech Pathology Group
2021 Ygnacio Valley Rd, C-202
Walnut Creek, CA 94598

(925) 945-1474
(925) 945-1483
Tax ID#94-3290122

Any notice personally given or sent by telegram or facsimile 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. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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, 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.

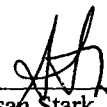
DISTRICT

Print name of person signing Title

Signature

Date

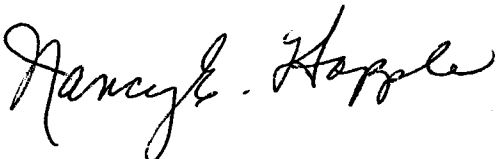
CONTRACTOR



Susan Stark, Director



Date

 8/8/08

2008/09 School Year
Tracy Jt. Unified School District
Addendum A

EMPLOYEE SUMMARY:


Employee Name: *Darlene Swirsky, SLPA
School Site: TBD
Day(s) approved: 5 days/wk, not to exceed 165 days per school year
Hours per/wk: 35 hrs/wk
Start Date: 8/13/08
End Date: 5/29/09
Hourly Rate: \$60.00
Caseload: TBD

Employee Name: *Stephanie Pedrini, SLPA
School Site: TBD
Day(s) approved: 5 days/wk, not to exceed 165 days per school year
Hours per/wk: 35 hrs/wk
Start Date: 8/13/08
End Date: 5/29/09
Hourly Rate: \$60.00
Caseload: TBD

*District to provide supervision of SLPA's. Supervisor must meet requirements as mandated by Speech-Language Pathology and Audiology Board.

Contractor agrees to provide services within the total contracted hours as set forth above. Daily hours may flex pending caseload requirements (i.e. IEP meetings, progress reports, parent conferences); however, total weekly hours will remain within the hours set forth above.

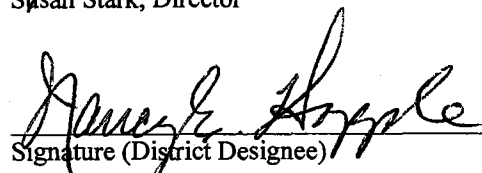
Caseload requirements: For full-time therapist, caseloads are not to exceed 55 students in a week. Caseloads consisting of SH, AC, or Preschool students are not to exceed 40 students in a week.



Susan Stark, Director

6/17/08

Date



Signature (District Designee)

8/8/08

Date



CALIFORNIA
DEPARTMENT OF
EDUCATION

1430 N STREET
SACRAMENTO, CA
95814-5901

JACK O'CONNELL
State Superintendent of
Public Instruction
PHONE: (916) 319-0800

NOTICE OF

NONPUBLIC AGENCY CERTIFICATION

DATE: January 3, 2008

NAME: Susan Stark

NAME OF AGENCY: The Speech Pathology Group, Inc.
SITE CODE: 1A-07-033

MAILING ADDRESS: 2021 Ygnacio Valley Road, Suite C202
Walnut Creek, CA 94598

SITE: 2021 YGNACIO VALLEY ROAD, SUITE C202
WALNUT CREEK, CA 94598

CERTIFICATION STATUS: APPROVED

EFFECTIVE DATES: January 1, 2008 – December 31, 2008
Subject to annual application and payment of fee.

SERVICES AND LIMITATIONS:

Language and Speech Development to be provided as stated by the Individualized Education Program.

Based on fee submitted, this certification authorizes the NPA to serve a maximum of 75+ students.

This notice verifies authorization for contracting under the provisions of Sections 56366 et seq. of the Education Code when Certification is "approved" or "conditional" status.

Sarah Ernst, Consultant
Administrative Services Unit
Special Education Division

NOTE: CERTIFICATION IMPLIES ONLY THAT THE NONPUBLIC AGENT/AGENCY MEETS MINIMAL STANDARDS AND IS NOT AN ENDORSEMENT OF THE SERVICES OFFERED.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2007

PRODUCER (925)935-0545 FAX (925)935-0486
Nourse Insurance Brokers, Inc.
License #0508345
590 Lennon Lane-Suite 160
Walnut Creek, CA 94598-0868

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED The Speech Pathology Group, Inc.
2021 Ygnacio Valley Road,
#C201-02
Walnut Creek, CA 94598

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American Economy

19690

INSURER B: Employers Insurance Group

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	02BP65788008	11/01/2007	11/01/2008	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 4,000,000
		AUTOMOBILE LIABILITY				PRODUCTS - COM/POP AGG \$ 4,000,000
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
		EXCESS/UMBRELLA LIABILITY				AGG \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SA81100726368	10/01/2007	10/01/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Presentation Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cynthia Rucker, CISR/CKR

Cynthia K. Rucker

MEMORANDUM OF INSURANCE					ISSUE DATE (MM/DD/YY) 05/02/08
PRODUCER MARSH Affinity Grp. Svcs. a svcs. of SEABURY & SMITH 1440 RENAISSANCE DRIVE PARK RIDGE, IL 60068 1-800-503-9230			THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE MEMORANDUM HOLDER. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED SPEECH PATHOLOGY GROUP INC 2021 YGNACIO VALLEY RD C-202 WALNUT CREEK, CA 94598-3338			COMPANY AFFORDING COVERAGE		
			COMPANY LETTER A CHICAGO INSURANCE COMPANY <div style="text-align: right;">046258</div>		
REFLECTS COVERAGE IN EFFECT ON ABOVE "ISSUE DATE"					
THIS IS TO CERTIFY THAT THE CERTIFICATE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH CERTIFICATE. THE LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	CERTIFICATE NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY OCCR.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$
	AUTOMOBILE LIABILITY NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER OCCURRENCE) \$ PROPERTY DAMAGE \$
A	PROFESSIONAL LIABILITY SPEECH LANGUAGE/PATHOLOGIST	AHL-0159317	03/01/2008	03/01/2009	ACTUAL LIMITS BELOW 1,000,000/INCIDENT 3,000,000 AGGREGATE
DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS					
MEMORANDUM HOLDER PROOF OF INSURANCE 1-9259451483			SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE MEMORANDUM HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. JOAN F. O'SULLIVAN AUTHORIZED REPRESENTATIVE <div style="text-align: right;">05/02/08</div>		



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 13, 2008
SUBJECT: **Approve Overnight Field Trip to the San Francisco Maritime National Historic Park for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School on November 13 and 14, 2008**

BACKGROUND: Maritime Programs is a private non-profit organization that operates through the San Francisco Maritime National Historic Park. Their goal is to provide thoughtful, compelling and accurate maritime education programs for the children of Northern California, through an experience that will mirror the life of a 1906 sailor.

They strive to increase the awareness of San Francisco and California history, and to introduce to the participants the similarities and differences between their lives and those of the historic sailors. Through this learning they help children better understand the continuum of history so that they will see themselves as a part of history, not as an observer.

The program moves from the traditional classroom setting to an overnight stay on a real tall ship. Throughout the entire experience, emphasis is placed on building self-esteem, a sense of responsibility, respect and cooperative learning skills. These are skills not just useful in the classroom, but skills that will be useful for their entire lives. There will be approximately 32 students attending. Mrs. Pearlman and 6 parents will chaperone. All chaperones are cleared through the District to work with children. The trip takes place November 13-14, 2008.

RATIONALE: This program meets the California State History Social Science framework standards numbers 4.3.2, 4.3.3, and 4.4.2- 4.4.5 for fourth grade. The Maritime program also supports the District's character education program, as the pillars of character are emphasized throughout. This supports Strategic Goal #1 – Quality Curriculum.

FUNDING: The cost is \$69.00 per student. Students will have the opportunity to pay for their trip through the participation in a cookie dough fundraiser. Over the past five years 85% of the students have funded their trip, in its entirety, through this fundraiser. Students still needing financial assistance after the fundraiser will be able to participate in the trip. The teacher has applied for financial aid from the Maritime Park. No substitute costs are incurred to the school, as the teacher will attend with her class. Transportation is applied for through the District and charter buses are used. Transportation is expected to cost \$1500.00 for the class, this cost is covered by the cookie dough sales and parent contributions.

RECOMMENDATION: Approve the Overnight Field Trip to the San Francisco Maritime National Historic Park for Mrs. Pearlman's Fourth Grade Class at Wanda Hirsch Elementary School on November 13-14, 2008.

Prepared by: Jon Fine, Principal, Wanda Hirsch Elementary School

Information for teachers

An Introduction to Living History

"History is not the ebb and flow of impersonal forces but is shaped and changed by the ideas and actions of individuals and governments... we learn from sometimes painful, sometimes exhilarating, often humdrum experiences of these who precede us. We want our students to understand how people in other times and places have grappled with fundamental questions of truth, justice, and personal responsibility and to ponder how we deal with the same issues today.... History should be presented as an exciting and dramatic series of events in the past that helped to shape the present. The teacher should endeavor to bring the past to life, to make vivid the struggles and triumphs of men and women who lived in other times and places. The story of the past should be lively and accurate as well as rich with controversies and forceful personalities.... The teacher should never neglect the value of good storytelling as a source of motivation for the study of history.... This framework emphasizes the importance of enriching the study of history with the use of literature.... Such literature helps to reveal the way people saw themselves, their ideas and values, their fears and dreams, and the way they interpreted their own times.... This framework supports methods that engage students actively in the learning process. Local and oral history projects, debates, simulations, role playing, dramatizations, and cooperative learning are encouraged."

History-Social Science Framework
for California Public Schools
Kindergarten Through Grade Twelve

"...fruitful learning, real learning - leading to new understandings, new attitudes, new behaviors - will occur only when the person as a whole is actively engaged intellectually, emotionally and practically through doing.... Classroom teachers, however, have the excuse that they are cut off from the real experiences by the walls of the classroom, the asphalt playground and the chain link fence.... Way back in history, the Chinese passed on words of wisdom: I hear and I forget; I see and I remember, I do, and I understand. The National Parks Translation of this proverb reads: Learning requires activity on the part of the learner. People learn best from firsthand experiences. People retain about 10% of what they hear, 30% of what they read, 50% of what they see and 90% of what they do. ...Teaching really means creating situations where discovery can occur."

You Talk Too Much
Article written by Bob Flacher,
Interpretive Specialist.

Dear Teacher:

Generally, groups that are better prepared gain more from the Age of Sail voyage. Please take advantage of the following information and resources to ensure the success of your exciting journey. This information has been designed to help make your trip go as smoothly as possible. Please read through these materials carefully and thoroughly to avoid any last minute complications. We appreciate the time and effort you have committed by bringing your group to this unique overnight program. Let us know if there is anything we can do to further assist you.

An Introduction to The Age of Sail Goals

Programs offered by Maritime Programs are explorations into the lives and ways of the 1906 sailor by means of experiential education. Throughout the entire experience, emphasis is placed on building self-esteem, a sense of responsibility, respect and cooperative learning skills. These skills are not just useful on the vessel or in the classroom, but will be useful throughout ones entire life.

We also strive to increase the awareness of San Francisco and California history, the maritime industry and to introduce to the participants the similarities and differences between their daily lives and those of the historic sailors. Through this learning, we hope to make the children better understand the continuum of history so they will see themselves as a part of history, not as an observer.

Scenario

The Age of Sail takes place aboard the C.A. Thayer and the Balclutha at Hyde Street Pier, a division of the San Francisco

Maritime National Historical Park.

The year is 1906; there has been a devastating earthquake and fire and San Francisco lies in smoldering ruins. Our vessels, the C. A. Thayer and the Balclutha, are lumber carriers. Our Captain wants to sail out through the Golden Gate and up to Portland, Or., to pick up lumber and help rebuild the city. Unfortunately, our regular crew has gone ashore to fight fires and help in the rescue operations and so the Captain needs a crew. The school children, or lads, arrive at Hyde Street Pier to sign aboard as the replacement crew.

Our Captain will not sail with an inexperienced crew. Therefore, the lads must prove to the Captain, through the completion of tasks, that they are capable of sailing the C. A. Thayer or the Balclutha. These tasks include, but are not limited to: reeving a block and tackle, riding a Bosun's chair, rowing a longboat, cooking on a wood-burning stove, setting hawsers, standing night watch and raising sail.

The teacher's guide contains most, but not all of the information that the students will need to complete our program. The additional information will be taught on board. The number of tasks completed and the possibility of each crew either riding the bosun's chair or rowing the longboat is directly contingent on the quality and quantity of preparation the entire crew receives prior to the start of the program and their ability to apply skills learned in the class to the new situations on board.

Methods

Once the lads board the vessel, its hands on education for the lads, and hands off education for the adults. This means that the lads must problem-solve, as individuals and in small groups using cooperative learning techniques to accomplish their tasks. We find that self-reliance increases the rewards of completing a challenging job.

The vessel is staffed with a crew of between four and six who are there to prompt the lads through questions and subtle examples if they reach an impasse. Each of the cast of characters has a specific personality, based both on history and on the needs of the lads. The Captain is quiet and stern, the Doctor, understanding and compassionate. The First Mate is stern, but fair. The Second and Third Mates are in the same boat as the lads; they are new to the vessel and often make mistakes, but find a way to work through them. The Bosun, an experienced sailor, circulates around the vessel, stepping in where needed.

Training

The children do need to understand the basic concepts and possess the rudimentary skills needed to complete a task. Experience has taught us that a well prepared, knowledgeable crew is a safer, happier and more successful crew. Because of this, we require that each crew receive classroom training before they board the vessels on Hyde Street Pier.

The responsibility of training each crew in their specific tasks falls upon the Safety Officer/Tall Sailors (an adult). We strongly recommend that they spend a minimum of 3 hours training their crews. Not only will this help the crew prepare for the tasks ahead, but it will help your Tall Sailors prepare for their role as a Safety Officer/Tall Sailor. If they are familiar with the tasks, they will be better able to spot potentially dangerous situations and safety problems before they arise.

We also provide in-school training for a minimal fee upon request. Two staff members will visit your school and help prepare the teachers, parents and crews for their voyage.

Role of the Participants

Once on board, everyone has a role to play. The officers are on board to guide the lads through their tasks, each through a specific characterization. It is helpful to begin role play in the classroom.

The Tall Sailors have one of the most difficult roles on board: they are there for safety only. This is challenging because parents are used to stepping in to help and guide their children in unfamiliar or difficult situations. To stand back and watch the children struggle through a problem is difficult, but necessary. One of our goals is to increase the problem-solving skills of the children and if a Tall Sailor steps in, the opportunity to learn is lost. In addition, the Tall Sailor's role can be physically taxing as they are asked to stand for long periods of time and their sleeping situation is rather uncomfortable.

The teacher has one of the more pleasant roles on board. Teachers are considered guests of the Captain. This title allows you open access to the vessel and the pier. As a guest, we ask that you circulate through all the crews and enjoy watching your

students grow to meet the challenges of being a sailor.

The lads are on board to learn about themselves, each other and the Maritime industry in one of the most beautiful environments in the world: The San Francisco Bay.

Preparing Your Crew

Before you come aboard, it is mandatory that the group be divided into five crews

- galley
- deckhands
- riggers
- boat
- bosuns

If you have 36 or more students you must create a sixth crew, called the stevedores. You may wish to assign crews or they may choose their own crew.

Each crew (member) must:

select its own mate. The mate is responsible for the crew carrying out its tasks and answering to the ships officers.

wear a name tag.

be familiar with the parts of the ship.

learn bell time and 24-hour time.

study their assigned tasks, gather information and practice skills such as knot tying, block and tackle reeving, etc.

know the reef knot (square knot), overhand knot and bowline.

practice 3 - 4 chanteys, one of which is Leave Her, Johnny.

review 1906 history, focusing on the maritime industry or San Francisco.

read night watch instructions.

Helpful Hints

Prior to the voyage, make the mate of each crew responsible for his or her crew in the classroom. Give the work assignments to the mate, then have the mate pass the orders to the rest of the crew. Make the mate responsible for collecting and turning in homework and assignments for the entire crew.

Cover the clock and keep bell time in the classroom. You can use either a bell or finger cymbals.

Start a class logbook.

Have the color of the name tags, T-shirts, or bandannas of each crew match that of the color coding on the gear. T-shirts are available from the Maritime Store (415 775-BOOK)

The Galley crew may want to make Joe Froggers, traditional maritime cookies or other baked treat prior to arrival to serve as a snack before the voyage and at 1700 hours.

Prior to the voyage, start incorporating salty language (avast, port, starboard, all hands, Sir, carry on) into your everyday

vocabulary.

To insure that all students have new experiences, please be careful to avoid gender specific crews, i.e., an all female Galley crew or an all male Boat or Rigger crew.

Things to Bring

Medical Emergency Forms: No crew member or adult will be allowed to board the ship without this form. They should be given to the office prior to boarding.

Galley gear: Each participant will need to bring a metal plate or bowl, cup, spoon. Plastics and glass are not allowed. Please label each piece with tape and a permanent marker.

Clothing: BE PREPARED. The ships crew will be on deck rain or shine. Temperatures range from 45 - 78 degrees with 20 - 25 knot winds.

Participants may get wet during some of the normal activities (swabbing the deck, hauling water). For these reasons, a second set of clothes and shoes should be brought. A watch (ski) cap and gloves are also recommended for night watch.

Foul Weather Gear: While rain is not the norm, fog, high humidity and wind are. Foul weather gear will protect from the fog and cut the wind! Ponchos or large plastic bags will work in a pinch(but are not as safe as jackets)

Time Line for the Day of the Program*

1200-1230 crew arrives, geared stowed on Pier

1300 pre-boarding snack or late lunch (in Aquatic Park, self regulated)

1330 self guided tour of the Maritime Museum (1 block from Hyde St. Pier)

1405 head call (on Hyde Street Pier)

1415 assemble in crew lines, with personal gear in hand, at the capstan by the vessel

1430 First Mate of the vessel meets crew, crew signs Forecastle card

1515 board the vessel

1530 crew meets the captain

1545 tasks begin

1900 dinner

2100 dog watch begins

2200 night watch set, crew bunks down

0445 galley crew starts breakfast

0600 crew rises

0630 breakfast

0845 Leave Her Johnny

0900 evaluation forms are filled out

0915 crew disembarks Pier

*This time line is approximate and is subject to change.

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Version 1.01, 1 Mar 1999



August 30, 2007

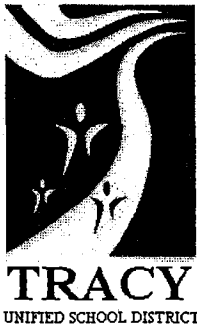
Attention: Rechelle Pearlman
Wanda Hirsch School

To whom it may concern:

This letter certifies that all education program conducted by the San Francisco Maritime National Park Association at the Hyde Street Pier (including the Age of Sail Program) are covered by an extensive insurance policy purchased from Farallone Pacific Insurance Services in Novato, California. There is no need for participating schools to purchase additional insurance. Please let me know if you have any further questions or would like a copy of our policy.

Thank you,

MJ Harris
Age of Sail Program Manager
San Francisco Maritime National Park Association
(415) 215-6291
mjharris@maritime.org
www.maritime.org



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Ray Strong, Interim Assistant Superintendent of Human Resources *RS*
DATE: August 18, 2008
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Reynoso, Valeria

BACKGROUND:

Alford, Howard

Lyons, Gregory

Nguyen, Linda

White, Richard

BACKGROUND:

Cameron, Sheila

MANAGEMENT

School Psychologist (Intern)
District Education Center
LMP 8, A (80% assignment)
Funding: General Fund

CERTIFICATED

English
Tracy High School
Class I, Step 13, \$45,996.31
Funding: General Fund

Math
Tracy High School
Class II, Step 1, \$42,004
Funding: General Fund

1st Grade, Blue Track
North School
Class I, Step 1, \$42,004
Funding: General Fund

English/Social Science
IGCG
Class VI, Step 4, \$52,179
Funding: General Fund
**Position has changed from a .80 to a 1.0 FTE*

CLASSIFIED

Special Ed Para Educator I (Replacement)
Jacobson Elementary School
4 hours per day
Range 24, Step D - \$14.37 per hour
Funding: Special Ed – IDEA Grant

Davis, Ashley	Bus Driver/Custodian/Groundskeeper (New) Transportation & Maintenance 8 hours per day Range 36, Step A - \$16.53 per hour + ND Funding: Transportation- Home to School 50%; Ongoing & Major Maintenance 25%; General Fund 25%
Heredia, Kathleen	Middle School Attendance Secretary (Replacement) Monte Vista 8 hours per day Range 31, Step D - \$16.93 per hour Funding: General Fund
Jimenez, Abel	Bus Driver/Custodian/Groundskeeper (New) Transportation & Maintenance 8 hours per day Range 36, Step A - \$16.53 per hour + ND Funding: Transportation – Special Ed 50%; Ongoing & Major Maintenance 25%; General Fund 25%
Johnson, Ketra	Bus Driver/Custodian/Groundskeeper (Replacement) Transportation & Maintenance 8 hours per day Range 36, Step C - \$18.15 per hour + ND Funding: General Fund 22%; Transportation- Special Ed 56%; Ongoing & Major Maintenance 22%
Lammerts, David	Maintenance Specialist (HVAC) (Replacement) Maintenance 8 hours per day Range 52, Step C - \$26.44 per hour Funding: Ongoing & Major Maintenance
Marcos, Jacqueline	Clerk Typist I (Replacement) Williams Middle School 8 hours per day Range 23, Step C - \$13.43 per hour Funding: General Fund 81%; EIA 6%; School & Library Block Grant 13%
Morelos, Marisol	Special Ed Para Educator I (Replacement) North School 4 hours per day Range 24, Step E - \$15.07 per hour Funding: Special Ed IDEA Grant

Ramirez, Rachel

High School Counseling Secretary (Replacement)
West High School
8 hours per day
Range 30, Step C - \$15.76 per hour
Funding: General Fund

Reichl, Kristin

Bus Driver/Custodian/Groundskeeper
(Replacement)
Transportation & Maintenance
8 hours per day
Range 36, Step A - \$16.53 per hour
Funding: General Fund 22%; Transportation-
Special Ed 56%; Ongoing & Major Maintenance
22%

Riley, Lynnet

Clerk Typist I (Replacement)
Art Freiler
4 hours per day
Range 23, Step A - \$12.24 per hour
Funding: General Fund

Teang, Kimpo

Food Service Worker (New)
South/West Park (Breakfast Program)
1 hour per day
Range 22, Step B - \$12.51 per hour
Funding: Child Nutrition School Program

Vargas, Edith

Clerk Typist I (Replacement)
South/West Park
8 hours per day
Range 23, Step E - \$14.73 per hour
Funding: General Fund

BACKGROUND:

Sterritt, Michelle

CONFIDENTIAL/MANAGEMENT

High School Secretary (New)
John C. Kimball High School
8 hours per day
Range 12, Step A - \$21.69 per hour
Funding: General Fund

BACKGROUND:

Trew, Kevin

COACHES

Assistant Water Polo Coach (Replacement)
Tracy High School
Stipend: \$3,245.36

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Ray Strong, Interim Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Ray Strong, Interim Assistant Superintendent of Human Resources *RS*
DATE: August 18, 2008
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Brumbaugh, Jan Music	S/W Park	8/6/08	Personal
Hood, Michael Social Science	Tracy High	8/6/08	Personal
Poulson, Ryan 3 rd Grade	North School	8/15/08	Personal
Seggar, Eric Math/Science	DR/Willow	8/8/08	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Damner, Nanci Food Service Worker	South/West Park	08/22/08	Personal
Feng, Shuang I.E.P. Para Educator I	Jacobson	08/08/08	Relocating
Hanna, Elizabeth Para Educator I	Louis Bohn	08/04/08	Personal


Hepner, George		05/31/08	None given
Orian, Heidi Para Educator I	Jacobson	08/12/08	Personal
Sharma, Alpana Special Ed Para Educator I	Tracy High	08/11/08	Working as a sub teacher for TUSD
Stanley, Margaret Special Ed Para Educator I	Hirsch	08/15/2008	Personal
Sterritt, Michelle Clerk Typist I	DEC	07/31/08	Accepted School Secretary position for John C. Kimball High School

RECOMMENDATION: Accept the Resignation/Retirements/Leaves of Absence for
Certificated, Classified and/or Management Employees

Prepared by: Ray Strong, Interim Assistant Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From:  Dr. Casey Goodall, Associate Superintendent for Business Services
Date: August 14, 2008
SUBJECT: **Adopt Board Policy 3551 and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy 3554 and Administrative Regulation 3554 Other Food Sales (Second Reading – Intent to Adopt)**

BACKGROUND: In March of 2006 an audit was conducted of Board policies and administrative regulations. The audit identified the status of specific policies and regulations, and detailed requirements to bring these documents into compliance with guidelines with the California School Boards Association (CSBA). Recommended changes ranged from adding required policies, to making minor changes, to adopting language already in place, but for which no adoption date is identifiable.

RATIONALE: BP 3551, AR 3551, BP 3554 and AR 3554 include language which was approved earlier but is modified to comply with CSBA recommendations. Additions are highlighted in bold lettering. Deletions are marked with a strikethrough.

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Board Policy 3551 and Administrative Regulation 3551 Food Services Operations/Cafeteria Fund and Board Policy 3554 and Administrative Regulation 3554 Other Food Sales (Second Reading – Intent to Adopt).

Prepared by: Matthew Belasco, Director of Food Services.

FOOD SERVICE OPERATIONS/CAFETERIA FUND

~~Tracy Unified School District has an established checking and savings bank account at Bank of Stockton, Tracy Branch, for cafeteria activities. Said account shall be known as the "Cafeteria Account of Tracy Unified School District."~~

~~The Board authorized the Superintendent, Assistant Superintendent for Business Services, Director of Financial Services, and the Accounting Supervisor. At least two signatures are required on each check.~~

Expenditures from the Cafeteria Account

- ~~1. Salaries: Salaries of food service personnel shall be paid from the general fund and reimbursed from the cafeteria account. The personnel and payroll procedures for cafeteria workers shall parallel those for all other employees.~~
- ~~2. Maintenance and Replacement Costs: Maintenance and replacement costs for food services shall be paid from the district general fund and reimbursed from the cafeteria account.~~
- ~~3. Food and Supplies: Costs of food and supplies shall be paid directly from the cafeteria account.~~
- ~~4. Other expense: All other expenses for food service shall be paid from the food services account of the general fund unless the Board of Education authorized payment from the cafeteria account.~~

CONTROL OF CASH RECEIPTS

~~Daily cash reports should be prepared for all meals served and for all monies received and deposited. Any difference in cash collections reported and actual cash receipts should be entered in the accounting records as "CASH OVER and SHORT". Significant and/or continuing differences should be investigated.~~

Legal Reference:

~~EDUCATION CODE 39890 et seq. Cafeteria, funds and accounts~~

The Governing Board intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. To increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the district.

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

In addition, meals may be sold to other individuals and organizations that are on campus during meal times for a legitimate purpose, such as classroom volunteers, parents/guardians, or student siblings.

The Superintendent of designee shall recommend meal prices for students and nonstudents for approval by the Board. Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture commodities.

Program financial reports shall be presented regularly to the Board.

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services/Providers

With Board approval, the district may enter into a contract for management consulting services related to food service.

Legal Reference:

EDUCATION CODE

38080-38085 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services; restrictions

49490-49493 School breakfast and lunch programs

FOOD SERVICE OPERATIONS/CAFETERIA FUND

49500-49505 School meals

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

UNITED STATES CODE, TITLE 42

1751-1769h School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES

0701.00 Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, No. 00-111

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

WEB SITES

California Department of Education, Nutrition Services Division:
<http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

(6/96 3/01) 11/07

Board Adopted:

Food Service Operations/Cafeteria Fund**CASH COLLECTIONS**

All money received should be entered into the account books and records and a change fund should be established. The daily receipts should be deposited intact. Each site is issued starting cash to establish the change fund. At the end of the year, the starting cash is returned to the Food Service Office for deposit. Change should never be made by withholding a portion of the previous day's cash receipts.

California sales tax is applicable to all cafeteria adult sales and sales to pupils that are identified as the "Snack Tax" effective July 1991. It is suggested that the gross daily sales, including sales tax collections, be credited to the appropriate income account in the Cash Receipts Journal. Sales tax will be identified as an accounts payable entry.

Claims for reimbursements are to be prepared from the daily records of meals served in accordance with instructions provided and within the required timelines.

CONTROL OF CASH DISBURSEMENTS**Processing Invoices**

Any payment should be supported by properly itemized invoices listing the name of the vendor and made out in the name of the district kitchen site. All available cash discounts should be taken. Where necessary, vendor's invoices subject to discount should be processed for payment in advance of invoices not subject to discount.

Before payment is made, vendors' invoices should be checked as to Purchase Order number, receipt of foods, verification of prices and extensions, and authorization of payment.

Disbursement by Check

All cash disbursements should be made only by check. Checks should be pre-numbered and have the legally required name of the cafeteria bank account printed on them. The date, and number of each check, including the amount, name of payee, and account distribution, should be recorded in the cafeteria.

Checks should not be signed unless drawn on the basis of itemized invoices for approved, legal expenditures relating to goods or services actually received.

Checks reimbursing the General Fund for wages, salaries, and benefits should be based upon amounts prescribed by the Governing Board. Each check should be drawn payable to a named payee.

7.6

Food Service Operations/Cafeteria Fund

~~Voided checks should be made non-negotiable by having the signature space cut out; these checks should be kept on file. In this way, an accounting may be made for each check. The number of each voided check and the fact that it is void should be recorded in the Cash Disbursement Journal. The resources in the cafeteria bank account should be used only for disbursements relating to the Food Service Department.~~

~~CONTROL OF PURCHASES~~

~~Numbered Purchase Orders will be used to control all purchases. These are signed by the Director of Food Services.~~

~~Where a centralized system of purchasing is used, warehouse requisition forms are used as the basis for issuing food and supplies from stock. The purchase of perishable commodities delivered frequently on a continuing basis by a vendor may be controlled through the use of open purchase orders covering a specific period of time.~~

~~Orders should be placed promptly when notices of available surplus commodities are received from the Office of Food Distribution. Opportunities to reorder should be taken whenever additional supplies of surplus commodities may be used advantageously.~~

~~Purchased items received should be inspected by a person qualified to determine their conformity to specifications ordered by the school district.~~

~~Travel and expense forms for Food Service employees are processed usually every two months. See Business Services for appropriate form.~~

~~INVENTORIES~~

~~Separate inventories of cafeteria food and supplies are taken at the end of each month on inventory forms which provide information relating to description, quantity, cost per unit and total cost, date of inventory and signature of the person recording the inventory. Detailed inventory information is needed for financial accounting and for review by the Child Nutrition Division of the Department of Education.~~

~~The costs of handling and shipping should be allocated to surplus food commodities for the purpose of determining inventory values of surplus items for other than Food Services activity.~~

~~Inventory control should assure that information is available to personnel responsible for purchasing. This is done so orders for replenishing the supply of required items are placed promptly.~~

Food Service Operations/Cafeteria Fund

NON-INSTRUCTIONAL OPERATIONS

Food Service Program: Responsibilities

~~Employees of the school cafeteria are subject to same regulations, which govern other classified employees.~~

~~The Director of Food Services is employed on a monthly basis and may be paid either from the general funds or the Food Service Fund.~~

~~The Director of Food Services shall be responsible to the Assistant Superintendent for Business Services and shall report and give updates on all changes in services and programs.~~

Site Administrator: Responsibilities and Duties

~~The site administrators shall be responsible for the conduct of pupils in the lunchroom, scheduling meal services so that they are available at the most advantageous times and necessary custodial services in the kitchen, serving and eating areas.~~

Food Service Operations/Cafeteria Fund**NON-INSTRUCTIONAL OPERATIONS****Food Services Program: Facilities**

~~Any school or community use of the school cafeteria facilities (kitchens and/or multi-purpose room) shall be approved following guidelines as set by policies under Facility Use Section 3515, business and non-instructional operations — facility use.~~

~~The District procedure requires the school or community use of a kitchen and/or cafeteria facility to complete a Request to Use Public School Facilities Form (See Section 3515 for a copy of the form).~~

~~If use of a kitchen is requested, the Food Service Director has the authority to give final approval for use of kitchens. It is mandatory that a district food service employee be present. The school or community group will be billed for the total cost of the employee by the Food Service Department. The food service employee is there to see that the equipment is used properly and safely and that all utensils, etc., used are returned to their proper place. It is the responsibility of the user to have a cleanup committee to clean and wash tables, scrub pots and pans, wash trays and to leave the kitchen in the condition they found it. The food service employee may assist the clean up committee.~~

~~Breakage, damage or loss of equipment shall be paid by the organization using the Food Service facilities. Any such incident must be reported immediately to Food Services where cost shall be established and organization invoiced by the Food Services Department.~~

~~A custodian also is mandated for use of a kitchen facility to clean after use of the kitchen. The cost of a custodian is billed by the Facility Use Department. See Section 3515 for further information.~~

~~The cost for a food service worker during regular work hours will be charged at the cost of \$15.00 per hour. Time worked over an eight-hour day or Saturday, Sunday or school holiday will be billed at \$45.00 minimum charge to cover two hours and \$22.50 for every hour over the two hours.~~

Food Service Operations/Cafeteria Fund

~~The number of different items and quantities stored may be great enough to require a continuous record of the inventory of food supplies. This is accomplished through an inventory software program.~~

~~Adequate, secure storage facilities should be provided to permit advantageous purchase in quantity and to protect supplies against theft.~~

FOOD STORAGE PROVISIONS

~~Storage of food and supplies shall be done so as to prevent waste, spoilage or pilferage. The issuance of food and supplies shall be restricted to purposes of the food services program and school organizations.~~

A. Purpose and Scope

Meals shall be sold to students, district employees, Board members, and individuals and organizations that are on campus during meal times for a legitimate purpose, such as classroom volunteers, parents/guardians, or student siblings.

B. General

With the exception of students who are eligible to receive meals at no cost, students or their parents/guardians may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain an account indicating payments received from each student or his/her parents/guardians for the purchase of school meals, and the expenditures charged for food items purchased.

These account balances shall be made available online to students and parents/guardians, or account balances may be obtained by contacting the Food Services Department.

C. Forms Used and Additional References

N/A

D. Procedure

All money received should be entered into the accounting program and a change fund should be established. The daily receipts should be deposited intact. Each site is issued starting cash to establish the change fund. At the end of the year, the starting cash is returned to the Food Service Office for deposit. Change should never be made by withholding a portion of the previous day's cash receipts.

California sales tax is applicable to all cafeteria adult sales and sales to pupils that are identified as the "Snack Tax" effective July 1991. It is suggested that

Food Service Operations/Cafeteria Fund

the gross daily sales, including sales tax collections, be credited to the appropriate income account in the Cash Receipts Journal. Sales tax will be identified as an accounts payable entry.

Claims for reimbursement are to be prepared from the daily records of meals served in accordance with instructions provided and within the required timelines.

Inventories

Separate inventories of cafeteria food and supplies are taken at the end of each month on inventory forms which provide information relating to description, quantity, cost per unit and total cost, date of inventory and signature of the person recording the inventory. Detailed inventory information is needed for financial accounting and for review by the Child Nutrition Division of the Department of Education.

Inventory control should assure that information is available to personnel responsible for purchasing. This is done so orders for replenishing the supply of required items are placed promptly.

The number of different items and quantities stored may be great enough to require a continuous record of the inventory of food supplies. This is accomplished through an inventory software program.

Adequate, secure storage facilities should be provided to permit advantageous purchase in quantity and to protect supplies against theft.

Food Storage Provisions

Storage of food and supplies shall be done so as to prevent waste, spoilage or pilferage. The issuance of food and supplies shall be restricted to purposes of the food services program and school organizations.

Charge Policy

For students in the Kindergarten through fifth grades, if the account balance is insufficient to cover the cost of a purchase, the student will be allowed to charge one lunch. After one charge the student will receive an alternate lunch, which consists of one twin-pack of crackers, one ounce of cheese, milk, and one piece of fruit or a vegetable choice. Breakfast cannot be charged and there is no alternate for breakfast.

Students in sixth grade through twelfth grades are not allowed to charge for food items. Students can "earn" a lunch by assisting in the meal service or

Food Service Operations/Cafeteria Fund

cleanup. Students assisting will receive the same meal that is being served on that day. The meal will be entered as an earned meal and their account will not be debited.

Students qualified and approved for reduced meal benefits that exceed the credit will be provided a lunch, in accordance with CDE Bulletin #USDA-SNP-01-2008 and Education Code 49550.

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund.

The cafeteria fund shall be used only for Board-authorized expenditures necessary for the operation of school cafeterias as defined in the California School Accounting Manual or appropriately reported to the California Department of Education. (Education Code 38091, 38101)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of expenditure's purpose and basis. (Education Code 38101)

Contracts with Outside Services/Providers

The term of any contract for management consulting services related to food services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5)

A contract for food service management consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. (Education Code 45103.5)

Health criteria established by the district for classified staff shall be applicable to all persons providing food service management consulting services. (Education Code 45103.5)

Site Administrator: Responsibilities and Duties

Food Service Operations/Cafeteria Fund

The site administrators shall be responsible for the conduct of pupils in the lunchroom, scheduling meal services so that they are available at the most advantageous times and necessary custodial services in the kitchen, serving and eating areas.

Board Acknowledged:

OTHER FOOD SALES**NON-INSTRUCTIONAL OPERATIONS****FOOD SERVICE PROGRAM: ~~FOOD SALES OTHER THAN NATIONAL SCHOOL LUNCH PROGRAM~~**

~~For all schools participating in the National School Lunch Program, categories of food minimal nutritional value per federal regulations (Title 7, Code of Federal Regulations, Sections 210.2, 210.15b, 220.2 and 220.12) cannot be sold from the beginning of the school day, (defined by the USDA as the time when students return to their classes as opposed to the time when the cafeteria stops selling lunches). In addition, food items offered for sale must be nutritious as defined by the Torres Legislation.~~

~~Competitive food sales in the elementary schools may not be conducted until after the last lunch period. There may be no more than one food item sold per sale and not more than four food sales per year. The food items may not be prepared on the premises and may not be an item sold in the food program that day. Items must be approved by the governing board.~~

~~Competitive food sales in the high school may not be conducted by more than one student organization each year. The organization must be approved by the board. The organization can sell no more than three types of food or beverage items, which cannot be prepared on the premises and may not be sold in the food service program that day. Other students organizations may conduct no more than four food sales of any food items as long as the items are not prepared on the premises and not sold in the food service program that day. Such sales must be held on the same four day for any or all organizations.~~

~~Legal Reference: Education Code
39876 Availability of nutritious foods
48931 Authorization of sales of food by student organizations~~

~~California Administrative Code, Title 5
15500 Food sales in elementary schools
15501 Food sales in high school and junior high schools~~

Policy Adopted:

~~HS Board: 1-9-96
EL Board: 1-23-96~~

OTHER FOOD SALES

The Governing Board believes that sales of foods and beverages at school during the school day should be aligned with the district's goals to promote student wellness. Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

The Board authorizes the Superintendent or designee to approve the sale of foods and beverages outside the district's food service program, including sales by student or school-connected organizations, sales through vending machines, and/or sales at secondary school student stores for fundraising purposes.

When vending machines are sponsored by the district or a student or adult organization, the Superintendent or designee shall determine how and where vending machines may be placed at school sites, district offices, or other school facilities.

Legal Reference:**EDUCATION CODE**

35182.5 Contracts, non-nutritious beverages

48931 Authorization and sale of food

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001

51520 School premises; prohibited solicitations

CODE OF REGULATIONS, TITLE 5

15500 Food sales in elementary schools

15501 Sales in high schools and junior high schools

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

UNITED STATES CODE, TITLE 42

1751-1769h National School Lunch Act, including:

1751 Note Local wellness policy

1771-1791 Child nutrition, School Breakfast Program

OTHER FOOD SALES

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev.

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

06-110 Restrictions on Food and Beverage Sales Outside of the School Meal Program, August 2006

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Associated Student Body Accounting Manual and Desk Reference, 2002

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, 2000

WEB SITES

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

**California Department of Education, Nutrition Services Division:
<http://www.cde.ca.gov/ls/nu>**

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

OTHER FOOD SALES

<http://www.californiaprojectlean.org>

Centers for Disease Control and Prevention: <http://www.cde.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

National Association of State Boards of Educations (NASBE): <http://www.nasbe.org>

**U.S. Dept. of Agriculture, Food and Nutrition Information Center:
<http://www.nal.usda.gov/fnic>**

(11/03 11/05) 11/07

Board Adopted:

Other Food Sales

3. Food items sold during the regular school day are not prepared on the premises.

4. The food items sold are not those sold in the district's food service program at that school during that school day.

(11/03 11/05) 11/07

Board Acknowledged:

Other Food Sales

~~FOOD AND BEVERAGE SALES ON SCHOOL CAMPUSES
SUMMARY OF THE STATE BOARD OF EDUCATION'S ADOPTION OF THE
CHILD NUTRITION ADVISORY COUNCIL'S RECOMMENDATIONS~~

~~The State Board of Education adopted the Child Nutrition Council's Report, "Food and Beverage Sales on School Campuses," as amended. The following is a summary of the recommendations contained in the Report, as amended.~~

~~1. Amendments to the State Education Code~~

~~a) Amend Section 48931 to address sales sponsored by adult organizations, so that any restrictions affecting student organizations would also apply to adult organizations.~~

~~b) Amend Section 39610 to require districts to provide an adequate are for all students to eat their lunches, not just those bringing their lunches.~~

~~2. Subsequent Amendments to California Administrative Code, Title 5 Regulations
Pursuant to legislative amendments described above, amend state regulations
(California Administrative Code, Title 5, Division 15, Chapter 1, Article 1):~~

~~a) Amend Section 15500 (Food Sales in Elementary Schools)~~

~~1. The food item sold would have to be "nutritious" as defined by Ed code 39876, but would no longer have to be a "dessert type food".~~

~~2. The same restrictions that currently apply to student organizations would apply to adult organizations.~~

~~3. No other changes recommended regarding types of foods sold or frequency and timing of sales.~~

~~b) Amend Section 15501 (Sales in High Schools and Junior High Schools)~~

~~1. The same restrictions that apply to student organizations would apply to adult organizations.~~

~~2. No student or adult organization would be allowed to sell food until after the end of the last lunch period.~~

~~3. No other changes recommended regarding types of foods sold or frequency and times of sales.~~

Other Food Sales**A. Purpose and Scope**

Any food sales conducted outside the district's food service program shall meet nutritional standards specified in law, Board policy, and administrative regulation and shall not reduce student participation in the district's food service program.

B. General

Food and beverage sales outside the district's food service program shall comply with applicable nutritional standards specified in Education Code 4931, 49431.2, 49431.5, and 49431.7.

C. Forms Used and Additional References

N/A

D. Procedure

At an elementary school, the sale of foods or beverages that do not comply with the standards in Education Code 49431 and 49431.5 may be permitted, as part of a fundraising event, only when the items are sold by students of the school and the sale meets either of the following conditions: (Education Code 49431, 49431.5)

1. It takes place off and away from school premises.
2. It takes place at least one-half hour after the end of the school day.

At a middle, junior high, or high school, the sale of food items that do not comply with the standards in Education Code 49431.2 may be permitted in any of the following circumstances: (Education Code 49431.2)

1. The sale takes place off and away from school premises.
2. The sale takes place on school premises at least one-half hour after the end of the school day.
3. The sale occurs during a school-sponsored student activity after the end of the school day.

Beverage sales that do not comply with the standards in Education Code 49431.5 may be permitted at a middle or junior high school as part of a school event under either of the following circumstances: (Education Code 49431.5)

1. The sale occurs during a school-sponsored event and takes place at the location of the event at least one-half hour after the end of the school day.
2. Vending machines, student stores, and cafeterias are used later than one-half hour after the end of the school day.

Other Food Sales**Additional Requirements for Schools Participating in the National School Lunch or Breakfast Program**

The sale of foods outside of the district's food service program during meal periods in food service areas shall be allowed only if all income from the sale, including the sale of approved foods or drinks from vending machines, accrues to the benefit of the school, the school food service program, or the student organization(s) sponsoring the sale. (7 CFR 210.11, 220.12)

No foods of minimal nutritional value, as listed in 7 CFR 210, Appendix B, and 7 CFR 220, Appendix B, shall be sold in food service areas during breakfast and lunch periods. (7 CFR 210.11, 220.12)

In a school with any of grades K-8 that is participating in the National School Lunch and/or Breakfast Program, the Superintendent or designee shall not permit the sale of foods by a student organization except when all of the following conditions are met: (5 CCR 15500)

1. The student organization shall sell only one food item per sale.
2. The specific nutritious food item is approved by the Superintendent or designee.
3. The sale does not begin until after the close of the regularly scheduled midday food service period.
4. The sale during the regular school day is not of food items prepared on the premises.
5. There are no more than four such sales per year per school.
6. The food sold is a dessert-type food, such as pastry, ice cream, or fruit.
7. The food sold is not one sold in the district's food service program at that school during that school day.

In junior high and high schools, a student organization may be approved to sell food items during or after the school day if all of the following conditions are met: (5 CCR 15501)

1. Only one student organization conducts a food sale on a given school day and the organization sells no more than three types of food or beverage items, except that up to four days during the school year may be designated on which any number of organizations may conduct the sale of any food items.
2. The specific nutritious food items are approved by the Superintendent or designee.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *CG* Dr. Casey Goodall, Associate Superintendent
DATE: August 14, 2008
SUBJECT: Authorize the Director of Transportation to Bid and Award the Purchase of One (1) Fifty (50) Passenger School Bus to Accommodate the Additional Growth in the Mountain House Development and Hire One (1) Eight (8) Hour Bus Driver/Custodian/Groundkeeper.

BACKGROUND: The Tracy Unified School District is continuing to see growth in the Mountain House area. We currently have completely filled three of four buses and currently have the fourth bus filled to 33% capacity, with growth occurring each day.

RATIONALE: There is generally a three to six month lead time to purchase a bus. Hiring and training a bus driver also takes approximately six months. Purchase of an additional bus, and hiring an additional driver, will ensure the Transportation Department has the buses and staff to accommodate the growth in ridership from the Mountain House area as growth continues.

Addition of this route was anticipated for next year with boundary changes, but current growth has accelerated the need.

FUNDING: The total cost of one (1) bus will not exceed \$150,000.00 and be paid from funding from Mountain House developer fees. The additional cost of \$60,000.00 for one (1) eight (8) hour bus driver/custodian/groundskeeper and the \$15,000 for fuel and maintenance will come from the unrestricted general fund.

RECOMMENDATION: Authorize the Director of Transportation to bid and award the purchase of one (1) fifty (50) passenger school bus to accommodate the additional growth in the Mountain House Development and hire one (1) eight (8) hour bus driver/custodian/groundkeeper.

Prepared by: Dr. Casey Goodall, Associate Superintendent of Business Services
John Heerema, Director of Transportation



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent Educational Services
Date: August 11, 2008
Subject: Adopt Resolution #08-04: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District

BACKGROUND: Section 60119 of the Education Code requires that the governing board annually make a determination through a resolution that each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board.

RATIONALE: The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item aligns with Strategic Goal #1 Provide a relevant and meaningful curriculum.

FUNDING: Failure to adopt a resolution may result in loss of State Instructional Materials Fund Realignment Program (IMFRP) allocation.

RECOMMENDATION: Adopt Resolution #08-04: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

Prepared by: Dr. Donna Sonnenburg, Director of Instructional Media Services and Curriculum



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #08-04**

**DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE
CONTENT STANDARDS AND INSTRUCTIONAL MATERIALS
2008-2009**

Whereas, the governing board of Tracy Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on August 26, 2008, at 7:00 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

Whereas, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS –

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Open Court	<i>Open Court</i>	2002
6-12	Holt	<i>Literature & Language Arts</i>	2003
K-5 Bilingual	Houghton Mifflin	<i>Lectura</i>	2003

- MATHEMATICS –

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Scott Foresman	<i>California Mathematics</i>	2001
6-8	McGraw-Hill	(6 th Grade) <i>Mathematics</i> , California Edition	2002
	Prentice Hall	<i>Pre-Algebra & Algebra</i>	
8	Prentice Hall	<i>California Algebra Readiness</i>	2009

• SCIENCE (High School)–

Course / Grade Level	Recommended Text	Publisher	Copyright
Advanced Biology I AP	<i>Biology</i> , Campbell & Reece 7th ed	Prentice Hall	2005
Advanced Biology I IB H			
Advanced Biology II IB H			
Biology PreAP	<i>Essential Biology w/Physiology</i> , Campbell 2nd ed	Prentice Hall	2007
Biology PreIB			
AgSci/Biology PreIB			
Principles Of Engineering II			
Principles Of Engineering III	<i>A User's Guide to Engineering</i>	Prentice Hall	2006
Ag Biology	<i>Biology</i>	Prentice Hall	2008
AgSci/Biology Ag PreIB			
Biology			
Biology LEP			
Advanced Chemistry IB H	<i>Chemistry: The Central Science</i> , 10th ed	Prentice Hall	2006
Applied Chemistry	<i>Chemistry</i>	Pearson AGSglobe	2007
Chemistry	<i>Chemistry</i>	Prentice Hall	2008
Chemistry LEP			
Ag Physics	<i>Conceptual Physics</i>	Prentice Hall	2006
Conceptual Physics			
Principles Of Engineering I			
Conceptual Physics LEP			
Introduction to Forensic Science	<i>Criminalistics: An Introduction to Forensic Science</i>	Prentice Hall	2004
Ag Earth Science	<i>Earth Science</i>	Holt	2006
AgSci/Earth Science			
Earth Science			
Earth Science ELL			
	Spanish Supplement: <i>Study Guide</i>		
Course / Grade Level	Recommended Text	Publisher	Copyright
Human Physiology	<i>Essentials of Human Anatomy and Physiology</i> , 8th ed	Prentice Hall	2006
Human Physiology ELL			
AgSci/Chemistry PreIB	<i>Modern Chemistry</i>	Holt	2006
Chemistry H			
Chemistry PreIB			
Life Science SDC	<i>AGS Biology</i>	Pearson AGSglobe	2004
Integrated Science SDC	<i>AGS Physical Science</i>	Pearson AGSglobe	2004
Physical Science SDC	<i>AGS Earth Science</i>	Pearson AGSglobe	2004
Earth Science SDC			
Physics	<i>Physics</i>	Holt	2007
Advanced Physics AP	<i>Fundamentals of Physics</i> , 8th ed	People's Publishing/Wiley	2007
Physics IB H	<i>Physics for the IB Diploma</i> , 5th ed	Cambridge University Press	2007

Lab Research BioTechnology	<i>Biotechnology: Science for the New Millennium</i> , 1st ed	EMC Paradigm Publishing	2006
Environmental Systems IB	<i>Environmental Science: Toward a Sustainable Future</i> , 10th ed	Prentice Hall	

• SCIENCE (K-8)–

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Houghton Mifflin	<i>Science</i> , CA Edition	©2007
6-8	Prentice Hall	<i>Focus on Earth Science</i> , CA Edition – 6 th <i>Focus on Life Science</i> , CA Edition – 7 th <i>Focus on Physical Science</i> , CA Edition – 8 th	©2008

• HISTORY-SOCIAL SCIENCE –

Grade Level	Publisher	Adopted Materials	Copyright
K-5	Scott Foresman	Scott Foresman History -Social Science for California	©2007
K-5 Bilingual	Scott Foresman	Historia – Ciencias Sociales Para California	©2007
6-8	Glencoe	Discovering Our Past	©2007

Course / Grade Level	Publisher	Adopted Materials
Grade 12		
American Govt. & AgSci Govt. (THS only)	Holt	American Government
Economics & AgSci Economics (THS only)	Holt	Economics
Economics LEP	Globe Fearon	Economics (Pacemaker)
Economics SDC	AGS	Economics (AGS)
Government LEP	Globe Fearon	American Government (Pacemaker)
Government SDC	AGS	United States Government (AGS)
IB History Americas 2 (THS only)	McDougal Littell/Houghton	People of a Nation
	Pearson Education	Latin America 7th ed.
	Social Studies School Service	Modern World GCSE
US Government & Politics AP (WHS only)	McDougal Littell/Houghton	American Government 10th ed.
	Pearson	American Government Readings
Grade 11		
US History	McDougal Littell	The Americans
US History AP (WHS only)	McDougal Littell/Houghton	American Pageant 13th ed
IB History Americas 1 (THS only)	McDougal Littell/Houghton	People of a Nation 7th ed.
	Pearson Education	Latin America 7th ed.
US History LEP	Globe Fearon (WHS)	United States History (Pacemaker)
US History SDC	AGS	United States History (AGS)
Grade 10		
World History	Prentice Hall	World History: The Modern World
Pre IB AgSci SS 2 (THS only)	Prentice Hall	World History: The Modern World
Pre IB History of the Humanities (THS only)	Social Studies School Service	Modern World GCSE
	Thomson/Wadsworth	World History, Volume II-Since 1500
World History Pre-AP (WHS only)	Prentice Hall	World History: The Modern World
	McDougal Littell/Houghton	The Earth and Its People 3rd ed
World History SDC	AGS	World History (AGS)
World History LEP	Globe Fearon (WHS)	World History (Pacemaker)

Electives		
Sociology	Holt	Sociology: the study of human relationships
Psychology	Glencoe	Understanding Psychology
Psychology IB (THS only)	Thomson/Wadsworth	Cognitive Psychology 4th ed
Geography/Anthropology and Pre IB AgSci SS 1 (THS only)	Holt	World Geography Today
Human Geography AP	Prentice Hall	Intro to Human Geography
	Wiley	Human Geography in Action

• ENGLISH LANGUAGE DEVELOPMENT MATERIALS

Grade Level	Publisher	Adopted Materials
K-5	Santillana	<i>Opening Doors</i>
6-8	Thomson Longman	<i>Shining Star</i>
	Fairfield Technologies	<i>Rosetta Stone</i>
6-12	Sopris West	<i>Language!</i>
9-12	Thomson Heinle	<i>Visions</i>
	Fairfield Technologies	<i>Rosetta Stone</i>

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2008 – 2009 school year, the Tracy Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

APPROVED AND ADOPTED, this 26th day of August 2008, by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

James Vaughn
President, Governing Board
Tracy Unified School District

ATTEST:

Bill Swenson
Clerk, Governing Board
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~Dr.~~ August 4, 2008
SUBJECT: Adopt Resolution #08-03 Supporting the National Red Ribbon Celebration Campaign.

BACKGROUND: Alcohol, tobacco and drug abuse represent serious health concerns for our youth. Therefore, it is imperative that school members launch visible substance abuse prevention education efforts to reduce the demand for drugs. Tracy Unified School District is coordinating the local California Red Ribbon Celebration Campaign the week of October 23-31, 2008 to offer our students the opportunity to demonstrate their commitment to drug-free, tobacco-free and alcohol-free lifestyles.

RATIONALE: Tracy Unified School District encourages all students to participate in drug prevention education activities. All school sites have been trained in research-based curriculum. Resolution 08-03 makes a visible Board statement that we are firmly committed to being drug-free, tobacco-free and alcohol-free schools. This supports Strategic Goal #4, Developing the Whole Student.

FUNDING: There is no direct cost to Prevention Services for Red Ribbon Celebration.

RECOMMENDATION: Adopt Resolution 08-03 Supporting the National Red Ribbon Celebration Campaign.

Prepared by: Joan E. Stone, Coordinator Prevention Services Office



**TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA**

RESOLUTION NO. 08-03

NATIONAL RED RIBBON CELEBRATION

WHEREAS, Alcohol, tobacco and other drug abuse represent serious health concern for our youth.

WHEREAS, it is imperative that school members launch visible substance abuse prevention education efforts to reduce the demand for drugs; and,

WHEREAS, Tracy Unified School District is coordinating the California Red Ribbon Celebration in cooperation with the National Red Ribbon Campaign to offer our students the opportunity to demonstrate their commitment to drug-free, tobacco-free and alcohol-free lifestyles; and,

WHEREAS, President Bush and Mrs. Bush are the National Honorary Chairpersons, and Governor Schwarzenegger and Mrs. Schwarzenegger are California's Honorary Chairpersons to provide this community focus on a DRUG FREE AMERICA; and,

WHEREAS, Tracy Unified School District further commits its resources to ensure the success of the RED RIBBON CELEBRATION; and

NOW THEREFORE, BE IT RESOLVED, that the Tracy Unified School Board of Education of the City of Tracy does hereby support October 23-31, 2008 as RED RIBBON CELEBRATION WEEK, and encourages its students to participate in drug prevention education activities, making a visible statement that we are firmly committed to drug-free, tobacco-free and, alcohol-free schools.

BE IT FURTHER RESOLVED, that the Tracy Unified School Board of Education encourages all citizens to pledge:

Signed this 26th day of August, 2008, by:

President, TUSD Board of Education

Member, TUSD Board of Education

Member, TUSD Board of Education

Member, TUSD Board of Education

Clerk, TUSD Board of Education

Member, TUSD Board of Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
DATE: August 6, 2008
SUBJECT: Adopt Revised Board Policy 6020 and Acknowledge Administrative Regulation 6020 Parent Involvement. (1st reading-Declare Intent to Adopt September 9, 2008)

BACKGROUND: As part of the Categorical Program Monitoring for the district, specific board policies will be reviewed by the state categorical program monitoring team. In preparation for the review team's visit during the 2009-10 school year, pertinent district policies are being reviewed and revised if needed. There is also a need to create some new board policies and administrative regulations in specific areas.

RATIONALE: Board Policy 6020 Parent Involvement was found to have outdated language and not in alignment with state and federal regulations. Therefore, Board Policy 6020 has been revised. Administrative Regulation 6020 Parent Involvement did not exist and are being proposed. This supports Strategic Goal #4: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state, and federal targets; and Goal # 7: Develop and utilize partnerships that contribute to the achievement of district goals.

FUNDING: Not Applicable

RECOMMENDATION: Adopt Revised Board Policy 6020 and Acknowledge Administrative Regulation 6020 Parent Involvement. (1st reading-Declare Intent to Adopt September 9, 2008)

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

PARENT INVOLVEMENT

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. ~~In order to engage parents/guardians positively in their children's education~~ The Superintendent or designee shall *work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.* ~~ensure that staff members at each school:~~

- ~~1. To provide opportunities for parents/guardians to develop parenting skills and provide home environments that support their children's academic efforts and their development as responsible members of society.~~
- ~~2. Inform parents/guardians that they can directly affect the success of their children's learning and provide them techniques and strategies that they may use to improve their children's academic success and help their children in learning at home.~~
- ~~3. Initiate consistent and effective two-way communication between the home so that parents/guardians may know when and how to help their children in support of classroom learning activities.~~
- ~~4. Receive training that fosters effective and culturally sensitive communication with the home, including training on how to communicate with non-English speakers and how to give parents/guardians opportunities to assist in the instructional process both at school and at home.~~
- ~~5. Encourage parents/guardians to serve as volunteers in the schools, attend student performances and school meetings, and participate in site councils, advisory councils and other activities in which they may undertake governance, advisory and advocacy roles.~~

~~School plans shall delineate specific measures that shall be taken to increase parental involvement with their children's education, including measures designed to involve parents/guardians with cultural, language or other barriers which may inhibit such participation. Such plans shall also include any additional parent involvement requirements related to specific programs at that site.~~

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent involvement efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent involvement opportunities and barriers that may inhibit parent/guardian participation.

Title I Schools

PARENT INVOLVEMENT

Each year the Superintendent or designee shall identify specific objectives of the district's parent involvement program for schools that receive Title I funding. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program. (Education Code 11503)

The Superintendent or designee shall ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC 6318. (20 USC 6318)

The Superintendent or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also shall involve parents/guardians of participating students in decisions regarding how the district's Title I funds will be allotted for parent involvement activities. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent involvement policy in accordance with 20 USC 6318.

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

PARENT INVOLVEMENT**Legal Reference:****EDUCATION CODE**

11500-11506 Programs to encourage parental involvement
48985 *Notices in languages other than English*
51101 *Parent rights and responsibilities*
64001 *Single plan for student achievement*

LABOR CODE

230.8 Time off to visit child's school

UNITED STATES CODE, TITLE 20

6311 *Parental notice of teacher qualifications and student achievement*
6312 *Local educational agency plan*
6314 *Schoolwide programs*
6316 *School improvement*
6318 *Parent involvement*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 *Definitions, auxiliary aids and services*
35.160 *Communications*

PARENT INVOLVEMENT

District Strategies for Title I Schools

To ensure that parents/guardians of students participating in Title I programs are provided with opportunities to be involved in their children's education, the Superintendent or designee shall:

1. Involve parents/guardians of participating students in the joint development of the Title I local educational agency (LEA) plan pursuant to 20 USC 6312 and the process of school review and improvement pursuant to 20 USC 6316 (20 USC 6318)

The Superintendent or designee may:

- a. Invite input on the LEA plan from other district committees and school site councils
 - b. Communicate with parents/guardians through the district newsletter, web site, or other methods regarding the LEA plan and the opportunity to provide input
 - c. Provide copies of working drafts of the LEA plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
 - d. Ensure that school-level policies on parent involvement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans.
2. Provide coordination, technical assistance, and other support necessary to assist Title I schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance (20 USC 6318)

The Superintendent or designee may:

- a. Assign person(s) in the district office to serve as a liaison to the schools regarding Title I parent involvement issues
 - b. Provide training for the principal or designee of each participating school regarding Title I requirements for parent involvement, leadership strategies, and communication skills to assist him/her in facilitating the planning and implementation of parent involvement activities
 - c. Provide information to schools about the indicators and assessment tools that will be used to monitor progress
3. Build the capacity of schools and parents/guardians for strong parent involvement (20 USC 6318)

The Superintendent or designee shall:

- a. Assist parents/guardians in understanding such topics as the state's academic content standards and academic achievement standards, state and local academic

PARENT INVOLVEMENT

assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children

- b. Provide materials and training to help parents/guardians work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parent involvement
- c. Educate teachers, principals, and school office staff, with the assistance of parents/guardians, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools
- d. To the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, Home Instruction Programs for Preschool Youngsters, Parents as Teachers Program, public preschool, and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in more fully participating in their children's education
- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- f. Provide other such reasonable support for parent involvement activities as parents/guardians may request

In addition, the Superintendent or designee may:

- a. Pay reasonable and necessary expenses associated with parent involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- b. Train parents/guardians to enhance the involvement of other parents/guardians
- c. Arrange school meetings and conferences at a variety of times for parents/guardians and teachers or other educators who work directly with participating students
- d. Make referrals to community agencies and organizations that offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families
- e. Provide a master calendar of district activities and district meetings

PARENT INVOLVEMENT

- f. Provide information about opportunities for parent involvement through the district newsletter, web site, or other written or electronic means
 - g. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions
 - h. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians as needed
 - i. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions
 - j. Regularly evaluate the effectiveness of staff development activities related to parent involvement
4. Coordinate and integrate Title I parent involvement strategies with Head Start, ~~Reading First, Early Reading First~~, Even Start, Home Instruction Program for Preschool Youngsters, Parents as Teachers Program, public preschool, and other programs (20 USC 6318)
- The Superintendent or designee may:
- a. Identify overlapping or similar program requirements
 - b. Involve district and school site representatives from other programs to assist in identifying specific population needs
 - c. Schedule joint meetings with representatives from related programs and share data and information across programs
 - d. Develop a cohesive, coordinated plan focused on student needs and shared goals
5. Conduct, with involvement of parents/guardians, an annual evaluation of the content and effectiveness of the parent involvement policy in improving the academic quality of the schools served by Title I (20 USC 6318)

The Superintendent or designee shall:

- a. Ensure that the evaluation include the identification of barriers to greater participation in parent involvement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background (20 USC 6318)

PARENT INVOLVEMENT

- b. Use the evaluation results to design strategies for more effective parent involvement and, if necessary, to recommend changes in the parent involvement policy (20 USC 6318)
- c. Assess the district's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request (Education Code 11503)

The Superintendent or designee may:

- a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications
 - b. Gather and monitor data regarding the number of parents/guardians participating in district activities and the types of activities in which they are engaged
6. Involve parents/guardians in the activities of schools served by Title I (20 USC 6318)

The Superintendent or designee may:

- a. Include information about school activities in district communications to parents/guardians
- b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians with special needs
- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

The district's Board policy and administrative regulation containing parent involvement strategies shall be incorporated into the LEA plan and distributed to parents/guardians of students participating in Title I programs. (20 USC 6318)

School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent involvement shall be developed jointly with and agreed upon by parents/guardians of participating students. Such policy shall describe the means by which the school will: (20 USC 6318)

- 1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved

PARENT INVOLVEMENT

2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent involvement
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent involvement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314.

The school may use an existing process (i.e. School Site Council) for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
 - a. Timely information about Title I programs
 - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet
 - c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and, as soon as practicably possible, responses to the suggestions of parents/guardians
5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's student academic achievement standards
- b. Ways in which parents/guardians will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television

PARENT INVOLVEMENT

viewing; volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time

- c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
 - (1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
 - (2) Frequent reports to parents/guardians on their children's progress
 - (3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
- 7. Build the capacity of the school and parents/guardians for strong parent involvement by implementing the activities described in items #3a-f in the section "District Strategies for Title I Schools" above
- 8. To the extent practicable, provide full opportunities for the participation of parents/guardians with limited English proficiency, parents/guardians with disabilities, and parents/guardians of migrant children, including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand.

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318).

Each school's parent involvement policy shall be made available to the local community and distributed to parents/guardians of participating students in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent involvement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement in accordance with Education Code 64001. The principal or designee, jointly with parents/guardians of participating students, shall periodically update the school's policy to meet the changing needs of parents/guardians and the school. (20 USC 6318)

District Strategies for Non-Title I Schools

For each school that does not receive federal Title I funds, the Superintendent or designee shall, at a minimum:

PARENT INVOLVEMENT

1. Engage parents/guardians positively in their children's education by helping them develop skills to use at home that support their children's academic efforts at school and their children's development as responsible members of society (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter
 - b. Provide parents/guardians with information about students' class assignments and homework assignments
2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide parents/guardians with information regarding ways to create an effective study environment at home and to encourage good study habits
 - b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
 - c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
3. Build consistent and effective communication between the home and school so that parents/guardians may know when and how to assist their children in support of classroom learning activities (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students
- b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom
- c. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand
- d. Develop mechanisms to encourage parent/guardian input on district and school issues

PARENT INVOLVEMENT

- e. Identify barriers to parent/guardian participation in school activities, including parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
 - f. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care
4. Train teachers and administrators to communicate effectively with parents/guardians (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy
5. Integrate parent involvement programs into school plans for academic accountability
- The Superintendent or designee may:
- a. Include parent involvement strategies in Single School Plan
 - b. Involve parents/guardians in school planning processes



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: August 13, 2008
SUBJECT: Approve the Memorandum of Understanding Agreement Between San Joaquin County Public Health Services Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) and Tracy Unified School District.

BACKGROUND: In accordance with California State Law all children under the age of 18 years may be admitted to a California school. However, prior to attending school each child must present an up to date immunization record to school staff. To maintain accurate and up to date mandated records; it is beneficial to implement a computer based monitoring and follow-up system for all children.

RATIONALE: The goal of the San Joaquin County Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) is the development and implementation of a regional computer based immunization monitoring and follow-up system for all children. Participating in this program supports the development, implementation, and use of a computerized immunization registry to:

- A. Maintain accurate, complete, and up-to-date immunization histories and personal demographic data of all children living in San Joaquin County and participating Counties.
- B. Maintain data on children from birth to at least five years of age.
- C. Provide State Immunization Branch with immunization data, which **includes** personal identifying information, **to provide for disaster recovery back up** and support state level analysis efforts.
- D. Support sharing of California patients' immunization records.

This agenda item meets Strategic Goal #4, Developing the Whole Student.

FUNDING: There is no cost to the District. This Memorandum of Understanding Agreement is contingent upon the receipt of State funds. If the State does not provide funds for the maintenance of the Immunization Registry, this memorandum shall be null and void.

RECOMMENDATION: Approve the Memorandum of Understanding Agreement Between San Joaquin County Public Health Services Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) and Tracy Unified School District.

Prepared by: Cynthia Edmiston, Coordinator of Health Services.

MEMORANDUM OF UNDERSTANDING

BETWEEN SAN JOAQUIN COUNTY PUBLIC HEALTH SERVICES IMMUNIZATION REGISTRY AND PARTICIPATING PROVIDERS/AGENCIES

The goal of the San Joaquin County Immunization Registry Project (aka-RIDE Regional Immunization Data Exchange) is the development and implementation of a regional computer based immunization monitoring and follow-up system for all children.

This document is to serve as a Memorandum of Understanding (MOU) between San Joaquin County Public Health Services (hereafter referred to as "SJCPHS"), on behalf of the San Joaquin County Immunization Registry Project (aka RIDE-Regional Immunization Data Exchange) and _____
_____ (hereafter referred to as "Provider/ Agency").

- I. **PURPOSE:** Participate in the development, implementation, and use of a computerized immunization registry to:
 - A. Maintain accurate, complete, and up-to-date immunization histories and personal demographic data of all children living in San Joaquin County and participating Counties.
 - B. Maintain data on children from birth to at least five years of age.
 - C. Provide State Immunization Branch with immunization data, which **includes** personal identifying information, **to provide for disaster recovery back up** and support state level analysis efforts.
 - D. Support sharing of California patients' immunization records.
- II. **TERM:** The term of the Memorandum of Understanding shall be indefinite from the date of final approval of this Memorandum of Understanding. This memorandum is contingent upon the receipt of State funds. If the State does not provide funds for the maintenance of the Immunization Registry, this memorandum shall be null and void.
- III. **DESCRIPTION OR SERVICE:**
 - A. SJCPHS agrees to:
 1. Provide ready access to the database by participating providers and by the Statewide Immunization Information System (SIIS) hub.
 2. Provider/Agency will be granted access to patient records identified as under their care. Initial access to records of

new patients will be granted when the Provider/Agency supplies adequate information to specifically identify the patient.

3. Maintain standardized lists of vaccine types, manufacturers, lot numbers, immunization schedules, and (optionally) vaccine inventories as a service to participating local providers.
4. Determine recommended immunizations for patients based on patient and immunization histories and an approved vaccine schedule.
5. Identify registry patients who are due and/or overdue for immunizations and produce reminder/recall notices for participating Providers/Agency.
6. Provide for confidentiality and security which meets requirements of Health & Safety Code Section 120440, Chapter 2.5 (Disclosure of Immunization Status) and of established State standards.
7. Control access to and updates of patients' records via an established protocol.
8. Create a written Operational Recovery Plan, also known as a disaster recovery plan. The goal of the Operational Recovery Plan shall be the ability to recreate the registry and all of its components with minimal loss of data after a disaster, in order to restore all essential registry functions.
9. Develop a mechanism to monitor access and to detect intrusions to the computer systems and have an established protocol for responding to such attempts.
10. Employ current virus detection software for the purpose of detecting and removing computer viruses from registry components, including, but not limited to, server machines, provider machines, and mass storage devices. Machines and storage devices will be routinely scanned.
11. Define reasonable procedures for the patient/parent/ or guardian to inspect the patient's record and to indicate errors in it to SJCPHS.

B. Provider/Agency Agrees:

1. To access the registry only through use of registry approved access procedures.
2. Not to browse the registry.

3. Not to disclose registry access codes or protocols to unauthorized persons.
4. To be responsible for ensuring that only authorized personnel have access to immunization data and the registry; any lapse in enforcing security by the provider may result in the provider being disqualified from participation in the registry.
5. To use information obtained from the registry only to provide immunization services or appropriate outreach to their patients/clients.
6. To maintain the confidentiality of patients' information obtained from the registry as required of medical records. Provider/Agency understands that inappropriate disclosure of this information will subject him/her to civil and criminal penalties per Sections 56.35, 56.36, 1798.53 and 1798.57 of the Civil Code.
7. To include provisions on confidentiality and re-disclosure in contracts with all third parties, including payors and other providers.
8. To disclose to patient or to patient's parent/guardian that information from the patient's record will be shared with other providers as necessary to provide immunization services, and with health plans, schools, daycare providers, WIC programs, with local and state health departments, and with third party payors and that patient or parent/guardian has the right to refuse to have information shared.
9. That information from the patient's record will not be shared if the patient or parent/guardian refuses to have the information shared with other providers.
10. To inform patient or parent/guardian of their right to refuse to receive immunization reminder or recall notices.
11. To inform patient or parent/guardian of their right to inspect and point out errors in the patient record and of their right to be informed of who has accessed the record, upon request.
12. To forward to the SJCPHS any patient/parent/guardian requests for review of patient information, correction of records, review of who has accessed patient's record, or refusal to receive reminders.

13. Provider agrees to report any breach of security or confidentiality, which has occurred to SJCPHS immediately upon discovery.

IV. DISCLOSURE OF REGISTRY INFORMATION:

1. Unless there is a refusal to permit record sharing, the Agency/Provider may disclose the information in Section 2 below to these local registries and Department of Health Services (DHS), which in turn, may disclose the information to other local health departments, schools, day care providers, WIC programs, health plans, and health care providers taking care of the patient, upon request for information pertaining to a specific person.
2. The information that may be disclosed by health care providers to the registries and the Department of Health Services are: 1) name of the patient and names of the patient's parents or guardians; 2) date of birth of the patient; 3) current address and telephone number of the patient and the patient's parents or guardians (**Note: the address and phone number cannot be shared with health plans, schools, daycare providers, or WIC programs.**) 4) patient's gender; 5) patient's place of birth; 6) manufacturer and lot number for each immunization received; 7) types and dates of immunizations received by the patient; 8) adverse reaction to immunizations received; 9) other non-medical information necessary to establish the patient's unique identity and record; 10) and, any other elements authorized by law.
3. Information will not be shared with other providers or agencies if the patient or parent/guardian refuses to have the information shared.
4. Immunization reminder or recall notices will not be sent if the patient or parent/guardian refuses to receive these notices.
5. Information will be shared with a querying provider or agency only if sufficient personal information is provided to identify the patient.
6. The patient or patient's parent or guardian has the right to examine any shared immunization-related information and to indicate errors in it to the registry, which, upon notification by acceptable means, will correct the error or note

disagreement about whether an error exists. The registry will define reasonable procedures to do this.

7. In general, any disclosure of patient information shall be made only in the best interests of the child, and any person or entity to which information is disclosed or re-disclosed will be subject to the same conditions of confidentiality and penalties imposed by legislation.
8. Training and training materials for standard confidentiality practices shall be provided for employees and providers handling confidential data.
9. Data on any removable storage media shall be rendered unrecoverable before discarding or disposing of the storage media.
10. Any hard copy produced by a registry that contains confidential data will be shredded before disposal.

V. TERMINATION:

- A. This Memorandum of Understanding may be terminated by either party with thirty (30) days written notice to terminate the agreement.

VI. RESPONSIBILITY:

- A. Provider or agency acknowledges that SJCPHS is not responsible for the accuracy of the data which they receive.
- B. In no event shall SJCPHS be liable for special, indirect, and/or consequential damages. Provider or agency hereby waives any claim and recourse against SJCPHS for such damages.
- C. Provider shall strive to provide accurate and timely data.
- D. Provider acknowledges that all equipment (hardware and/or software) provided by the SJCPHS is contingent upon the provider staying with the registry.

VII. RIGHT TO AUDIT:

SJCPHS has the right to audit compliance with the confidentiality protection in this agreement and to make recommendations for improvement.

VIII. HOLD HARMLESS:

The Provider/Agency agrees to indemnify, hold harmless, and defend the county, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, suppliers, laborers,

and any other person, firm, or corporation furnishing or supplying work services, material or supplies in conjunction with this agreement, and from any and all claims and loss accruing or resulting to any person, firm, or corporation who may be injured or damaged by acts or omissions in the performance of this agreement.

IX. NONWAIVER:

The failure of either Party to insist upon or enforce strict performance by the other party of any of the provisions in this agreement, or to exercise any right or remedy under this agreement will not be considered as a waiver or relinquishment to any extent of that party's right to assert or rely upon such provisions, rights or remedies in that or any other instance; rather the same will be and remain in full force and effect.

This agreement constitutes the entire agreement, and supercedes any and all prior negotiations, representations, correspondence, understandings and agreements with regard to the subject of this agreement. No amendment or modification of any of the provisions of this agreement will be valid unless set forth in a written instrument signed by both parties.

In witness thereof, the parties have executed this MOU as of the date hereof.

Karen Furst, MD
Health Officer
Public Health Services of San Joaquin County

Date

Authorized Signature

Date

Printed Name & Title

Provider/Agency

Provider Address

(updated 9/06)



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Ray Strong, Associate Superintendent of Human Resources *RS*
DATE: August 26, 2008
SUBJECT: Approve University of Phoenix Education Intern Program

BACKGROUND: Tracy Unified School district currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the district. An additional contract with the University of Phoenix will expand options for meeting staffing needs.

This contract will remain in effect indefinitely, unless otherwise terminated in writing by either party.

RATIONALE: By adding the University of Phoenix Education Intern Program, the District will expand its pool of applicants and thus increase the number of applicants who will meet the "highly qualified teacher" guidelines of "No Child Left Behind."

This agenda meets strategic goal # 6, Partnerships.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve University of Phoenix Education Intern Program.

Prepared by: Ray Strong, Associate Superintendent of Human Resources.

UNIVERSITY OF PHOENIX

INTERNSHIP CONTRACT AGREEMENT:

The University of Phoenix Internship Program is a California Commission on Teacher Credentialing (CCTC) approved program for the **Multiple and Single Subject Credentials**. The Internship Credential has the same legal status as the California Commission on Teacher Credentialing (CCTC) Preliminary Credential, except that it is only valid in one school district or consortium. For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a University of Phoenix Student Teacher Supervisor and District Support Provider (if appropriate) who provides general support at the classroom level of the cooperating school.

The Intern:

1. Assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the School District for at least one academic year.
2. Receives salary and benefits based on the School District's current policies. The intern may be assigned to extracurricular activities, department and/or faculty meetings proportionate to the teaching load of a regular contractual teacher. The intern will attend department and faculty meetings and parent-teacher conferences as assigned by the school administration. No intern may coach extra-curricular activities nor be required to attend meetings that present a conflict with their current course schedule at the University of Phoenix.
3. Is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school.
4. Is responsible for maintaining up-to-date records of course plans, lesson plans, and unit plans. The intern is expected to:
 - make preparations to accomplish his/her teaching responsibilities outside the classroom, which includes and is not limited to development of lesson plans for class.
 - abide by the policies of the school and district.
 - meet administrative due dates.
 - communicate with parents by letter, phone, and/or conference when necessary.
 - maintain prompt and regular attendance.
 - maintain a grade book.
 - initiate conference with the university supervisor and district support provider to discuss progress and receive feedback about his/her teaching performance.
 - maintain classroom control, management of the students.
 - provide proper supervision of the students.
 - complete the University of Phoenix Progression Requirements for its Master of Arts/Teacher Education Program, without dropping or being dismissed from the program.
 - meet the requirements of the state.

The District:

5. Will assign a district support provider to the intern to provide support throughout the year. The support provider will serve as an on-site guide, who observes the intern, and provides substantive feedback.

Preconditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. (reference: Education Code Section 44453)
- (2) **Supervision of Interns.** In an internship program, the participating institutions shall provide supervision of all interns. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern's salary is reduced, no more than eight interns may be advised by one district support person. (Reference: Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.
- (3) **Assignment and Authorization.** To receive approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential (Reference: Education Code Section 44454). The institution stipulates that the intern's services meet the instructional or service needs of the participating district(s). (Reference: Education Code Section 44458).
- (4) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: Education Code Section 44321 and 44452).

Specific Preconditions Established by the Commission for Internship Programs

For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing:

- (5) **Non-Displacement of Certificated Employees.** The institution and participating district must certify that interns do not displace qualified, certificated employees in participating districts.
- (6) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential.

* We, the Tracy School District, County Office of Education
or Western Association of Schools and Colleges
(WASC) approved private school _____, agree to all of the conditions of
this Internship Contract Agreement as specified above, to be effective on 8-11-08
(date), and continue for an indefinite period, unless otherwise terminated in writing by either party
with a 60 day prior notice.

* If not applicable, please place N/A on the line.

University of Phoenix Representatives

Signature of Campus College Chair,
Education

Signature of Credential Analyst

Date

7901 Stoneridge Dr. Suite 130, Pleasanton,
CA 95833

Address

(800) 266-2107 ext. 64715

Phone

Intern Candidate

GREGORY A LYONS

(Intern) Print name


Signature of Intern

*District, Consortium, or County
Office of Education Representative*

DRY M STRONG

Print name with Title


Signature

8/8/08
Date

Tracy Unified School District
Organization

39 75499
CDS Code

1875 W. Lowell Ave.
Address Tracy CA 95376

209 830-3260
Phone



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Ray Strong, Associate Superintendent of Human Resources *RS*
DATE: August 26, 2008
SUBJECT: Approve San Jose State University Student Teaching Agreement

BACKGROUND: We have encouraged teacher preparation institutions to place students in our schools to fulfill their requirements for obtaining a teaching credential. This contract will remain in effect August 2, 2008 through June 30, 2009...

RATIONALE: Student Teachers will be placed with permanent status, fully credentialed teachers within our schools, which are willing to serve as Master Teachers with the approval of the site principal.

This agenda meets strategic goal # 6, Partnerships.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve San Jose State University Student Teaching Agreement.

Prepared by: Ray Strong, Associate Superintendent of Human Resources.

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School District, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual costs to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the district of the services rendered by the District, and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The State University and the District are as follows:

UNIVERSITY:
San Jose State University

DISTRICT:
Tracy Unified School District

The TERM of the Agreement is **August 1, 2008 through June 30, 2009.**

The State shall pay District for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit.

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such school or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the State through their duty-authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during the regular season.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in duplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching in an amount not less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

6. All workers' compensation insurance shall be at the cost of the District unless otherwise provided herein, and all premiums therefore shall be paid by the District. State shall reimburse District for Worker's Compensation insurance coverage in the amount of \$--0-- per student teacher quarter, not to exceed a total payment of \$--0--. The second sentence of this paragraph 6 shall be operative and shall supersede the first sentence of this paragraph only if the amounts are filled in and are approved by both parties hereto.

HOLD HARMLESS CLAUSE

7. The District will save harmless and indemnify the State against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of District's performance of the terms of this Agreement.

INSURANCE

8. State and District will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

Pursuant to the California State University (CSU) policy for contracting and procurement (Section 412.06), the University must ask for the following insurance information to be provided prior to issuance of an agreement, purchase order or student placement agreement/commitment which allows the work to be performed:

Contracts requiring insurance coverage shall contain the following provisions:

1. District shall furnish to the University an underwriter's endorsement with a Certificate of Insurance stating that there is liability insurance presently in effect for the agreement with a single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.
2. The Certificate of Insurance shall provide:
 - a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;
 - b. The State of California, the Trustees of the California State University System, San Jose State University, and the employees, officers, and agents of each of them, must be added by endorsement as insured, but only insofar as the operations under the agreement are concerned.
 - c. That the State, the Trustees, and the University, and the employees, officers and agents of each of them will not be responsible for any premiums or assessments on the policy.
3. The District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this contract/agreement, District agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance will be provided evidencing

insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to approval of the University, and District agrees that no services shall be performed prior to the giving of such approval.

In the event that the District fails to keep in effect at all time insurance coverage as provided herein, the University may in addition to any other remedies it may have, terminate the contract/agreement upon occurrence of such event.

4. Workers Compensation and Employer's Liability insurance coverage as required by Federal and California State Law shall be maintained by the District and any subcontractor(s) through the completion of the service.

The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, the University may require the District to carry insurance with a higher limit.

STATE OF CALIFORNIA

SCHOOL DISTRICT

Trustees of the California State University

Tracy Unified School District

BY: _____ Date: _____

Karen McCall

TITLE: SJSU Contract Analyst

BY: [Signature] Date: 8/15/08

TITLE: Assoc. Secy for H-R

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____.

"It was moved, seconded, and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the _____ is hereby authorized to execute the same."

BY _____

Clerk, Secretary (strike one) of the governing Board of The School District



BUSINESS SERVICES MEMORANDUM

TO: Jim Franco, Superintendent
FROM: Casey Goodall, Associate Superintendent for Business Services
DATE: August 18, 2008
SUBJECT: Approve Upgrade of Four Groundskeeper I Positions to Irrigation Specialist/Grounds Mechanic

BACKGROUND: The board will receive a report on August 26th about efforts to improve grounds at schools. The report summarized conclusions reached during the summer repair efforts. One of the most significant observations made during the study is that the existing contract for rodent eradication is not effective. Proposed changes to the job description would require licensing and approval for our own staff members to safely and effectively eradicate rodents from our school grounds.

Another conclusion made during the study is that the current grounds crew has been assigned to tasks with such specialized focus on specific aspect of grounds maintenance that individuals do not notice, report, and/or correct grounds issues outside their specialized set of tasks. Proposed changes to the job description would allow formation of five different grounds teams, each responsible for maintenance of from two to six schools, depending on size. Each team would be responsible for all grounds maintenance at the assigned school, from rodent eradication to mowing and trimming, to routine formal inspections, to irrigation repairs, to repairs of turf and garden areas, etc.

RATIONALE:

Upgrading the positions will allow the district to develop an internal rodent control program. The change will also allow grounds teams to provide improved services.

FUNDING: This will result in savings of approximately \$14,000, and will focus team efforts on thorough maintenance of a few specific schools, rather than specialized services on many schools. This will lead to greater flexibility and accountability.

RECOMMENDATION: Approve Upgrade of Four Groundskeeper I Positions to Irrigation Specialist/Grounds Mechanic

Prepared by: Casey Goodall – Associate Superintendent for Business Services



HUMAN RESOURCES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Ray Strong, Interim Assistant Superintendent of Human Resources
DATE: August 26, 2008
SUBJECT: Approve Revised Job Description for Irrigation Specialist/Grounds Mechanic

BACKGROUND: The District continues the process of updating job descriptions to ensure that they accurately reflect current and essential functions of the position, District requirements and any Federal, State or Department of Education requirements. In addition, these Job Description revisions relate to other Grounds positions previously discussed.

RATIONALE: The revised job description is being proposed to ensure it accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment of the position of Irrigation Specialist/Grounds Mechanic. This agenda item meets Strategic Goal #7: Educational Leadership.

FUNDING: None

RECOMMENDATION: Approve Revised Job Description for Irrigation Specialist/Grounds Mechanic

Prepared by: Ray M. Strong, Interim Assistant Superintendent for Human Resources

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Irrigation Specialist/Grounds Mechanic

DEPARTMENT/DIVISION: Maintenance and Operations

POSITION SUMMARY:

Under minimal supervision of the Grounds Leadman/Supervisor to perform all functions of groundskeeper I, ~~and, in addition, is responsible for, and performs routine grounds maintenance and gardening work, including operation of large equipment, rodent and insect eradication, development of uniform turf and garden areas and surfaces, application of soil, soil amendments, fertilizer, and monitoring and maintaining the district grounds irrigation systems. This includes scheduling, monitoring, trouble shooting, maintaining, ordering, and reporting, and taking all appropriate steps to maintain district grounds in a uniform, relatively weed-free condition with healthy plant conditions. all aspects of the system in order to maintain a system, which is 100% operational. Perform routine grounds maintenance and gardening work.~~

ESSENTIAL FUNCTIONS:

1. Schedules routine testing, orders repair parts and repairs all district irrigation systems.
2. Monitors and reports **on the condition of, and repairs damage to, garden and field areas and irrigation systems status.**
3. Maintains communications with outside monitoring agencies and operates ~~computer maintained~~ irrigation systems to ensure water levels, **times, and frequencies** are properly maintained.
4. **Plans and implements** programs designed for the beautification of all district landscaped areas, plants, cultivates, waters and sprays ornamental plants, shrubs, hedges, trees, flowers and lawns.
5. Trims hedges and shrubs, prepares and treats soil for planting, spades and fertilizes flower beds and sets out plants.
6. Uses **pesticides** ~~herbicides~~ to keep assigned areas free from pests and plant diseases.
7. Rakes leaves, hoes weeds and performs general grounds maintenance work. Sweeps walks and picks up papers, trash, and refuse.
8. Properly operates, maintains and repairs all tools, equipment, vehicles and irrigation systems in use.
9. Loads and unloads materials and equipment.
10. Maintains athletic fields and playground equipment.
11. May be assigned custodial or maintenance duties either seasonally or incidental to gardening activities.
12. May ~~supervise~~ **organize** the duties of student workers **and other positions which include grounds responsibilities.**
13. **Operate large equipment including, but not limited to, tractors, back-hoes, trenchers, seeders, top-dressers, etc.**
14. **Maintains natural and synthetic sports fields and tracks for safe athletic use in accordance with league requirements.**
15. Performs other related duties as required.

POSITION:

Irrigation Specialist/Grounds Mechanic

EDUCATION AND EXPERIENCE:

1. Ability to carry out oral and written directions read and write at a level sufficient to fulfill the duties to be performed for the position described.
2. Two years of experience in gardening, irrigation, and grounds maintenance work.
3. High School Diploma or equivalent is required.
4. Must earn and maintain a **valid** class C driver's license and be insurable.
5. **Must be able to acquire and maintain the appropriate certification required to safely and lawfully apply insecticide, herbicide, rodenticide, and other pesticides on school district property.**

SKILLS AND QUALIFICATIONS:

1. Knowledge of and ability to safely use gardening tools, materials, and equipment with skill and efficiency.
2. Knowledge of methods and practices followed in maintenance of tools, machinery, and equipment.
3. Knowledge of safe work practices.
4. Ability to develop, understand, and follow a work schedule.
5. Ability to effectively supervise student workers.
6. Knowledge to plan and properly install irrigation systems.
7. Knowledge to work without immediate supervision in the field.
8. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.
9. Must pass required physical examination.
10. **Must pass required courses and maintain required certification to safely and legally apply pesticides.**

PHYSICAL REQUIREMENTS:

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

1. Sit for extended periods of time.
2. **Speak and understand at normal levels with or without hearing aids.**
3. Stand and/or walk **on hard and/or uneven surfaces** for extended periods of time.
4. Bend, squat, stoop and/or climb for extended periods of time.
5. ~~Be able to reach~~ **Reach above shoulder level, push/pull up to 25 pounds** for extended periods of time.
6. ~~Be able to carry/lift~~ **Lift and carry up to 100 lbs. at shoulder level.**
7. **Bend, squat, stoop and /or climb for extended periods of time.**
8. Repetitive foot movements for extended periods of time.
9. Repetitive hand/arm movements (grasp/pinch) for extended periods of time.

WORK ENVIRONMENT:

Employees in this position will be required to work outdoors on uneven ground in various weather conditions and indoors to repair equipment and complete paperwork. Exposure to noise, dust, and fume levels will vary depending on the equipment and projects. As required, must wear protective devices such as earplugs, dust mask, coveralls, gloves, safety boots and safety glasses.

SALARY: Classified range 36

Adopted: TUSD 10/13/98
Revised: TUSD 12/14/99