

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, OCTOBER 28, 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. Davis, 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: FF#08-09/26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 38
 - 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: Ryan Davis
Assistant Superintendent of Human Resources
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**
 - 6a Action on Findings of Fact # FF08-09/26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 38
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent___; Abstain ___.
7. **Approve Regular Minutes of October 14, 2008.**
Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain-___.
8. **Student Representative Reports:** Tracy High: Xiomara Fonseca; West High: Pauline Montemayor, Stein: Ricardo Ruiz.

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

9.1 Recognize North School and the Boys' and Girls' Club for the New Garden at the School

9.2 North School Site Update on Achievements & Activities

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 **Educational Services:**

11.1.1 Receive Report on the Updated Plans for John C. Kimball High School

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12. **PUBLIC HEARING:** None.

13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__

13.1 **Administrative & Business Services:**

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

8-9

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

10-11

13.2 **Educational Services:**

13.2.1 Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for Quarter Ending October 15, 2008

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		Pg. No.
13.2.2	Ratify Contract with Caballo Online Scoring Systems for Scoring of CELDT (California English Language Development Tests) for Williams School	14-16
13.2.3	Approve Overnight Travel for Matt Netto, Taylee Robinson, Devan Soto, Barbara Ramirez and Katie Connolly to Attend the ACDA Central Region Honor Choir in Clovis, California, November 20-22, 2008	17
13.2.4	Approve U.S. Department of Education Grant Under the Fund for the Improvement of Education (FIE) Program	18-27
13.2.5	Ratify Agreement for Special Contract Services with Interim Health Services, Maxim Healthcare Services, and Arcadia Health Care to Provide Nurses for Needed Nursing Services	28-34
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	35-37
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	38
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	Consider Claim No. 1-0809 TUSD	39
	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	November 18, 2008	
17.2	December 9, 2008	
17.3	January 13, 2009	
17.4	January 27, 2009	
18.	Upcoming Events:	
18.1	October 29-31, 2008	Parent Conferences, Traditional
18.2	November 11, 2008	No School, Veteran's Day
18.3	November 24-28, 2008	No School, Traditional Thanksgiving Break
	November 26-28, 2008	No School, YRE Thanksgiving Break
18.4	December 20, 2008 – January 4, 2009	Winter Break
18.5	January 19, 2009	No School, MLK Day

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, October 14, 2008**

- 5:30 PM:** President Vaughn called the meeting to order and adjourned to closed session.
- Roll Call:** Board: G. Crandall, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn
Staff: J. Franco, R. Davis, C. Goodall, B. Etcheverry.
- 7:09 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 # FF08-09/6, 10, 11, 12, 14, 15(as amended) 16, 17(as amended) 18, 19, 20, 21, 22
Action: Lewis, Hawkins. **Vote:** Yes-6; No-0.
 - 6b** Report Out of Action Taken on Application for Reinstatement:
AR#08-09/19, 20, 21, 22, 23 (pulled)
Action: Except for #23. **Vote:** Yes-6; No-0.
 - 6c** Report Out of Action Taken on Application for Enrollment: AFE#08-09/6
Action: Denied. **Vote:** Yes-6; No-0.
 - 6d** Report Out of Action Taken on Waiver of Expulsion: WE#08-09/3
Action: **Vote:** Yes-6; No-0.
 - 6e** PE Exemption: WHS #1007812
Action: **Vote:** Yes-6; No-0.
 - 6f** Report Out of Action Taken on Consider Leave of Absence Request for
Classified Employee #UCL-119, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-6; No-0.
 - 6g** Report Out of Action Taken on Consider Leave of Absence Request for
Certificated Employee #UC-585, Pursuant to Article XX
Action: Approved. **Vote:** Yes-6; No-0.
- Employees Present:** C. Minter, J. Cardoza, K. Fistolera, L. Beeso, S. Lycan, B. Silver, C. Sasser, W. Huffman, D. Wakefield, J. Heerema, P. Hall, A. Medeiros, S. Sievers, S. Karim, K. Russell, L. Blanchard, M. Masuda, D. Wittkowske
- Press:** None.
- Visitors Present:** W. Gouveia, D. Farrell, D. Flanigan, J. Saunders, D. Destefano, K. Goswawy, C. Chan, K. Johnson, L. Clark
- Minutes:** Approve Regular Minutes of September 23, 2008.
Action: Crandall, Guzman. **Vote:** Yes-6; No-0.

**Student
Representative
Reports:**

None.

Dr. Franco introduced Scott Lycan as the new principal of McKinley. He was previously the AP at Poet Christian. He was a former middle school music teacher. He earned his BA in music, his credential from Cal State Fullerton, Masters from San Francisco State and Clear Administrative Credential from Chapman. He is married to Cindi Lycan who teaches at Tracy High.

Dr. Franco introduced Barbara Silver as the new Assistant Principal of Adult and Alternative Schools. She comes from Ceres Unified as the ELL program supervisor. Prior to that She was a Spanish instructor at Delta College. She received her BA in International Relations and Spanish, her MA in Multi-Cultural Education from San Francisco State University, and her Residency Requirement for her Bachelor of Arts from the Universidad Complutense de Madrid, Spain.

**Recognition &
Presentations:**

9.1 Villalovoz School Site Update on Achievements & Activities

Principal, Lisa Beeso, introduced spirit coaches who started a cheer program two years ago. Both girls and boys are able to participate and they practice every Tuesday for 40-45 minutes after school. They must maintain good grades and attendance. They perform at monthly assemblies and their cheers promote academics, attendance, and good character. Several students performed their cheers for the audience.

Mrs. Russell and her son demonstrated a web based program called "Study Island" which is aligned with state standards. Since using this program, test scores have increased dramatically.

9.2 Jacobson School Site Update on Achievements & Activities

Principal, Cindy Sasser, will focus on 3 new programs this year. To help increase communication, staff began learning Spanish with Rosetta Stone. This year, in order to include ELL parents, they are inviting parents in after school with their children to learn English. They are also training teachers in direct instruction with the County Office of Education. They are also collaborating with IGC students in the area of math. Mrs. Wittkowske teaches IMP support and the students received help with classwork and homework. Studies show that if students teach what they are learning they can retain up to 95%. The goal is to increase student retention. IGC students reported that they enjoy thinking of ways to teach the younger students. Mrs. Maceda also brought 2 of her students from Jacobson. They enjoy learning from the IGC students and like the games and activities. Mrs. Maceda appreciates the high school students coming and helping and the students look forward to it.

**Hearing of
Delegations**

Wes Huffman would like to get a set of computers for the library that would only cost \$135 each. He has some concerns with our technology guidelines. Dr.

Franco suggested that he speak with Cindy Minter. Mr. Huffman was also asking if Datawise is able to rank spellers. He also stated that he does not need new textbooks and is happy with what he has.

George Santos lives in Mountain House and is a parent of a West High student who is very disappointed and concerned about how the school administration handled an issue with his son's stolen cell phone. He feels that they are protecting a student. He does not wish him harm, but feels he needs to be disciplined. Dr. Franco asked him to speak with Mr. Hall, the Director of Student Services.

**Information &
Discussion Items:**

11.1 Administrative & Business Services:

11.1.1 Receive Report on Transportation Needs for the 2009-2010 School Year

Associate Superintendent, Dr. Casey Goodall, presented a power point Which briefly summarized the state's budget and how it will affect our revenue and expenditures, which includes transportation changes which are yet to be determined.

Trustee Lewis left the meeting at 8:11 p.m.
Trustee Lewis returned to the meeting at 8:13 p.m.

Dr. Goodall then reviewed the transportation issues for 09-10. If we were to order busses today, we would get them in June. He also reviewed ridership and the current fees. He would like to get a committee together of 1-3 board members, a representative from the Special Education Department, an SRO and a principal to reveiw these issues.

Trustee Lewis asked about the busing program for the City of Tracy and if they are expanding. Dr. Goodall felt that the size of the current program will most likely stay that way. Dr. Franco thought Trustee Lewis and Trustee Hawkins may be interested in serving on that committee. Trustee Guzman would also like to be on the committee. They will have longer, but fewer, meetings with all information at hand.

11.1.2 Receive Report on Facilities Projects and Plans to determine Future Classroom Utilization

Director of Facilities Planning, Denise Wakefield, reviewed a power point on the status of Measure E projects. The District received \$51,000,000 from Measure E and \$40,000,000 from state funds. She also reviewed Kimball High School funding and a summary of costs. She would like to create an advisory committee to review and analyze

enrollment growth and possible conversion from YRE to traditional calendars.

Dr. Franco would like to form a committee to go through criteria and make recommendations which would include 3 board members, district administration from Ed Services and Business Services, 1-3 community members, parent group representative and a principal.

Public Hearing:

12.1. None.

Speaker Card: Kerry Johnson read through the agenda and felt there were several items for ratification. He feels that these items should be approved in a timelier manner.

Consent Items:

Action: Lewis, Crandall. **Vote:** Yes-6; No-0.

13.1 Administrative & Business Services:

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

13.1.2 Approve Monthly Budget Adjustment Report, September 2008

13.1.3 Approve Revolving Cash Fund Reports for September, 2008

13.1.4 Approve Accounts Payable Warrants Reports for September, 2008 (Under Separate Cover)

13.2 Educational Services:

13.2.1 Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation

13.2.2 Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS

13.2.3 Ratify Contract with Applied Behavior Consultants, Inc., for Autism Consultation

13.2.4 Ratify Master Contract and Individual Services Agreement with NPS, Spectrum Center School

13.2.5 Approve Consultant at George and Evelyn Stein Continuation High School to Assist Staff with the Western Association of Schools and Colleges (WASC) School Accreditation Process

13.2.6 Approve Overnight Travel for 13 IB Academy Staff and 24 Senior IB Diploma Candidates to Marin Headlands Hostel, Sausalito, California, on January 16 – January 18, 2009

13.2.7 Approve Carl Perkins IV 2008-2012 Local Plan for Career Technical Education

13.2.8 Approve Overnight Travel to Aptos, California, for Special Education Students in Adapted Physical Education

13.2.9 Ratify Special Services Contract with "Empowering Parents" to Present at Williams Middle School on October 11, 2008

- 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

Action Items:

- 14.1 Administrative & Business Services:**
- 14.1.1** Approve Substitution of McFadden Construction, Inc., in place of Tenetix, Inc., dba Davis Electric as the Electrical Subcontractor for McFadden Construction, Inc., Tracy High School Modernization, Gym/HVAC Project
Action: Lewis, Guzman. **Vote:** Yes-6; No-0.
- 14.1.2** Approve Substitution of McFadden Construction, Inc., in place of Tenetix, Inc., dba Davis Electric as the Electrical Subcontractor for McFadden Construction, Inc., Tracy High School Modernization, Science Classroom Building
Action: Crandall, Guzman. **Vote:** Yes-6; No-0.
- 14.1.3** Correct 2009-2010 High School Attendance Boundaries
Action: Guzman, Hawkins. **Vote:** Yes-6; No-0.
- 14.1.4** Approve Upgrading Tammy Krause to Food Service Supervisor at Monte Vista Middle School
Action: Crandall, Guzman. **Vote:** Yes-6; No-0.
- 14.2 Educational Services:**
- 14.2.1** Approve Job Descriptions for Assistant Principal, Elementary (K-8) Traditional Calendar and Assistant Principal, Elementary (K-8) Year Round Education
Action: Lewis, Hawkins. **Vote:** Yes-6; No-0.

Board Reports:

Trustee Crandall appreciated the tour of the new building at Tracy High. It looks so much like the old building, but inside it is all up-to-date and modern. There was a lot of teacher involvement this weekend and he congratulates everyone involved. Hats off to the Wolf Pack for winning the Tracy v. West game. Trustee Lewis also took the tour of the new building. It was well built and a great environment to learn in and work in. He attended a few sporting events, including the Tracy v. West game. It was good to see the spirit. Tracy High has a feeling of tradition when you walk in their stadium and West High is beginning to set traditions. Trustee Hawkins also attended the tour, although he visits every week. It looks like a university and the mural is beautiful. Trustee Swenson attended the tour for the 50th reunion of the class of 1958. The former students appreciated their tour and felt the building was great. Trustee Guzman took tour and congratulated Denise and staff. It is beautiful. He also congratulated Tracy High on a great homecoming. Trustee Vaughn still needs to get a tour. He attended the candidates forum was last Thursday and it went well. It's all about the students and our answers were student driven. On Saturday they had the parent empowerment presentation at Williams Middle School. Darlene Willis was the guest speaker. He also attended the Tracy v. West game. The students were well behaved and the kids got along.

**Superintendent
Report:**

Dr. Franco would like to reinforce some of the facts of Measure "S". It will be nice for the elementary schools to have renovation and modernization projects which will upgrade technology, ventilation systems and plumbing. October 20th at 4:00 p.m. is the open house ceremony for the new Tracy High building. Building at Kimball High is starting to make strides. Last week he attended a Wicklund parent meeting with Cheryl Domenichelli and explained programs to incoming parents. Tracy High Homecoming was a success and West High is getting ready for theirs. On Saturday, there will be a Tracy v. West water polo match at the new pool.

**9:33 P.M.
Adjournment.**

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~W~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~8~~ October 14, 2008
SUBJECT: **Receive Report on the Updated Plans
for John C. Kimball High School**

BACKGROUND: John C. Kimball High School will open its doors to students in August of 2009. Currently the leadership team is in the process of continuing the work of the original planning committee.

RATIONALE: The lead team for John C. Kimball High School is continuing to formulate an education plan that is centered on student needs and is in alignment with the vision established by the original planning committee. The education plan encompasses academics, athletics, school safety and school culture. This presentation will inform the Board of the team's progress in furthering the education plan. The presentation will focus on the establishment of partnerships for John C. Kimball High School and details of the school's extra-curricular activities that support students and the curriculum. This meets Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: Not applicable

RECOMMENDATION: Receive Report on the Updated Plans for John C. Kimball High School

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey J. Goodall, Associate Superintendent for Business Services
DATE: October 17, 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: Pombo 7P Cattle Company
Site: Kimball High School
Item: Invoice - Ratify
Services: Balance of cost provided to replace the fence and irrigation on the Pombo Property.
Cost: \$40,879.75
Project Funding: Developer Fees and State School Building Fund (SSBF)

B. Vendor: Foam Experts Roofing, Inc.
Site: Maintenance Building
Item: Notice of Completion
Services: Roof Replacement/Spray Polyurethane Foam Roofing for the District Maintenance Building.
Original Contract: \$106,420.00 Change Order: \$0.00 Final Amount: \$106,420.00
Completion Date: October 10, 2008
Project Funding: Deferred Maintenance – 08/09



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: Dr. Casey J. Goodall, Associate Superintendent for Business Services
Date: October 17, 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: Roebbelen Construction Management Services, Inc.
Site: Tracy High School – Renovation and New Construction Project
Item: Amendment #1
Services: An amendment to the Predevelopment Agreement has requested that the contracting entity name change from Roebbelen Contracting to Roebbelen Construction Management Services; all services and conditions specified in the original Predevelopment Agreement will be met by Roebbelen Construction Management Services.
Cost: No Cost
Project Funding: Local Bond Funds and State School Building Fund (SSBF)
-
- B. Vendor: Joseph Titone Inspection Services
Site: Tracy High School – New Classroom Building/Kimball High School
Item: Amendment #1 - Ratify
Services: An amendment to the original inspector agreement for the New Classroom Building will now include inspection services for Kimball High School. Additional inspection services are required to complete the Kimball High School project.
Cost: Not to exceed the hours per month specified on the original agreement.
Project Funding: Local Bond Funds and SSBF
-
- C. Vendor: Roebbelen Contracting
Site: Tracy High School – New Classroom Building
Item: Change Order #6
Services: Scope of work documented on change order summary; of which \$403,492 is to build out administration area.
Cost: \$516,537.00
Project Funding: Local Bond Funds and SSBF
-



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 15, 2008
SUBJECT: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2008.

BACKGROUND: Pursuant to the Williams Settlement, the Valenzuela Settlement, and California Education Code Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for student who have completed grade 12 but not passed the California high School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the July 15 – October 15, 2008 reporting period.

RATIONALE: The quarterly report for the period of July 15, 2008 through October 15, 2008, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint Process as well as the resolution of each of those complaints. This report supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment, and research-based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Goal #2: Provide a safe environment to students and staff that is conducive to learning.

FUNDING: No cost

RECOMMENDATION: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending October 15, 2008.

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

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
 [Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Carol Anderson-Woo

Title: Director of Curriculum,
Accountability and Continuous Improvement

Quarterly Report Submission Date:
(check one)

- ☐ April 15, 2008
☐ July 15, 2008
☒ October 15, 2008
☐ January 15, 2009

Date for information to be reported publicly at governing board meeting: 10/28/08

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
CAHSEE Intensive Instruction and Services			
TOTALS			

Dr. James Franco
 Print Name of District Superintendent

Signature of District Superintendent

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
DATE: October 10, 2008
SUBJECT: Ratify Contract with Caballo Online Scoring Systems for Scoring of CELDT (California English Language Development Tests) for Williams School.

BACKGROUND: The State of California requires that all English Learner students be assessed using the CELDT (California English Language Development Tests) each fall. These tests are scored at the site level in order to provide placement information. Caballo Online Scoring Systems is a service that completes the scoring of the CELDT test on a per-test fee basis of \$3.55/test.

RATIONALE: Williams School is requesting approval of the contract for Caballo Online Scoring Systems to complete the CELDT scoring for up to 300 English learners at the school. By contracting with Caballo Online Scoring Systems the site will ensure the efficient scoring of all assessments prior to the deadline for submission of the tests to the state for official scoring. While site scoring is not required by the state, having these results will allow the site to ensure appropriate program placement for EL students early in the school year. This contract is being ratified as the scoring must be completed by October 31 and will have started prior to approval. 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 students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: \$ 1,029.50 from Williams School's EIA funds

RECOMMENDATION: Ratify Contract with Caballo Online Scoring Systems for Scoring of CELDT (California English Language Development Tests) for Williams School

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Caballo Online Scoring Systems, 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: Score the CELDT tests for up to 300 English Learners at Williams Middle School.
2. Contractor will provide the above services(s), as outlined in Paragraph 1 under the terms of this agreement at the following location: Williams Middle School, 1600 Tennis Lane., Tracy, CA, 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 3.55/student CELDT test not to exceed a total of \$1,100. 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.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 27, 2008, and shall terminate on November 15, 2008.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) day's written notice.
6. Contractor shall contact the District's designee, Ed Montez at (209) 831-5289 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

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~JK~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 17, 2008
SUBJECT: Approve Overnight Travel for Matt Netto, Taylee Robinson, Devan Soto, Barbara Ramirez and Katie Connolly to Attend the ACDA Central Region Honor Choir in Clovis, CA November 20-22, 2008.

BACKGROUND: Live audition selection for participation in the ACDA Central Region Honor Choir is a prestigious honor for high school students. Four students from Tracy High received qualifying scores to participate in the ACDA Central Region Honor Choir. Students, Mr. Netto and student's parents will be staying at a hotel overnight. Transportation will be provided by Mr. Netto and each student's family.

RATIONALE: It is a goal of the THS Performing Arts Magnet to provide students with increased performance opportunities. Our students, Taylee Robinson, Devan Soto, Barbara Ramirez and Katie Connolly are uniquely qualified to participate in this event and exemplify musical excellence. This aligns with 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.

FUNDING: Expenses for the ACDA Central Region Honor Choir will be paid out of the THS Performing Arts Magnet account (substitute teacher), the ASB account, and students' family contributions. The total expense is \$880.

RECOMMENDATION: Approve Overnight Travel for Matt Netto, Taylee Robinson, Devan Soto, Barbara Ramirez and Katie Connolly to Attend the ACDA Central Region Honor Choir in Clovis, CA November 20-22, 2008.

Prepared by: Jason Noll, Principal Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: October 13, 2008
Subject: Approve U.S. Department of Education Grant under the Fund for the Improvement of Education (FIE) Program

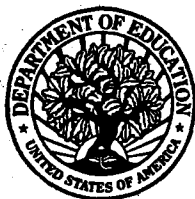
BACKGROUND: The U.S. Department of Education offers grants to support specific education projects in local education agencies. These grants are a one-time appropriation in federal funding from Fund for the Improvement of Education (FIE) Program. In September 2008 the District was notified that it is eligible for a grant in the amount of \$118,886. The funding will support the hiring of three part time certificated staff that will provide professional development and in-classroom coaching for up to 30 teachers, with a focus on implementing EL strategies. Services will target schools where the English Learner subgroup did not meet AYP, primarily Jacobson, Poet-Christian, North, South/West Park, Williams, Monte Vista, Tracy High and West High.

RATIONALE: English Learners are a growing population in Tracy, and are a subgroup that is not meeting the Adequate Yearly Progress targets of No Child Left Behind. For the past four years, the District has partnered with the San Joaquin County Office of Education to design and deliver professional development aimed at training teachers in the structures and strategies, a series of five workshops on effective instructional practices for English learners. In order to ensure that strategies learned are actually implemented in classrooms, the training must be accompanied by structured collaboration and in-classroom coaching. The Fund for the Improvement of Education (FIE) Program was identified as a possible funding source for this improvement initiative. This funding will allow us to hire three part time certificated staff who will coach up to thirty teachers over the next year. This report supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment, and research-based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: Not applicable

RECOMMENDATION: Approve U.S. Department of Education Grant under the Fund for the Improvement of Education (FIE) Program

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



UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF INNOVATION AND IMPROVEMENT

FUND FOR THE IMPROVEMENT OF EDUCATION

SEP 22 2008
SEP 19 2008

Dear Project Director of a New FIE Grant:

Congratulations on receiving a new grant award from the Fund for the Improvement of Education (FIE) Program. Enclosed is your grant award notification. You should review this document and its attachments carefully. Also enclosed are several items that should help you administer your grant and familiarize you with U.S. Department of Education regulations:

- The Education Department General Administrative Regulations (EDGAR) contains all of the administrative requirements for managing grants funded by the Department. You also can look at EDGAR on-line at <http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
- An explanation of the "Expanded Authorities" regulations as published in the Federal Register on July 28, 1997. These regulations are also included in EDGAR.
- Memos from the Deputy Chief Financial Officer entitled "Key Financial Management Requirements from Discretionary Grants Awarded by the Department of Education (ED)" and "Memorandum to ED Discretionary Grantees," which explains requirements pertaining to cash drawdowns.

Your program officer (see block #3 of the Grant Award Notification, the "Department of Education Contact Person") will call you soon to conduct a post-award conference. The post-award conference will focus on project outcomes as described in your application. Other topics that may be discussed are: how you will address any weaknesses noted when your application was reviewed for funding; your project activities and evaluation design; your technical assistance needs; and our monitoring plans. We will document the results of this discussion for the permanent grant file. Another enclosed item is:

- A copy of the Department's reporting form for annual and final performance reports, the ED 524B. An annual performance report will be requested from all projects of more than one year. In addition, all projects must submit a final report within 90 days after the end of the project period. We are sending the report form at this time because it has several pages of instructions that you should read and become familiar with so that you will have the necessary documentation that will be needed when it is time to complete the report.

400 MARYLAND AVE., S.W., WASHINGTON, DC 20202
www.ed.gov

Page 2 – Project Director of a New FIE Grant

Your program officer will notify you prior to the due date for the annual and/or final report and provide additional information at that time. However, there are several significant requirements that I would like to point out. First, we are asking that your Business Office submit final budget expenditures as well as indirect costs information. Secondly, there are several places on the report that ask for information on "Performance Measures." Because the Fund for the Improvement of Education Program does not have program-specific performance measures, the questions on the Cover Sheet and the Project Status Chart should be answered using the performance measure(s) you established for each of your project objectives in your application.

We look forward to working with you on this grant.

Sincerely,

A handwritten signature in cursive script that reads "Linda Jones".

Linda W. Jones
Director

Enclosures

U.S. Department of Education
Fund for the Improvement of Education (FIE)
Grant Application

Tracy Joint Unified School District, Tracy, CA

“English Language Learner Initiative”

Project Design

For the past three years the Tracy Unified School District has partnered with the San Joaquin County Office of Education to design and deliver professional development aimed at training teachers in Structures and Strategies, a series of five workshops on effective instructional practices for English Learners. While this professional development has been valuable, research has shown that to better effect change in the classroom, the training in strategies and pedagogy must be accompanied by structured collaboration and in-classroom coaching. Based on empirical research, Joyce and Showers (2002) found that only when classroom-based coaching is included with professional development is there significant implementation (95%) of skills learned in workshops. The implication of this body of research is clear: classroom-based coaching is necessary for teachers to enact new knowledge and skills.

Additionally, there is significant research to show that teacher collaboration is a critical element to changing instructional practice. Many researchers have determined that effective organizations and effective schools build time for reflection and dialogue into every process (DuFour et al. 2006). Providing teachers with time to work collaboratively on designing the implementation of instructional practices, combined with focused collaboration with instructional coaches, will provide ample opportunity for reflection and dialogue as teachers expand their implementation of instructional strategies that support English Learners.

The goal of this project is to enhance existing initiatives aimed at improving the achievement of English Learners in our school district. This funding will be used to provide for collaborative lesson planning and in-classroom coaching of teachers related to the implementation of instructional strategies shown to be effective for English Learner students. The focus will be on strategies that were taught in the Structures and Strategies workshops offered through our county office of education. Teachers will continue to use SBE approved and district adopted curriculum using the publisher suggestions for addressing the needs of English learners and incorporating effective instructional practices based on the Structures and Strategies training the district has provided. The outcome of this project will be increased implementation of effective English Learner instructional strategies and an increase in the achievement of English Learners as measured by state assessments.

Grant funding will support the cost of 1.2 FTE (full time equivalent) certificated staff who will serve as English Learner Strategy Coaches. The Project Director will work with site principals to identify up to thirty (30) teachers to participate in the project. The project will target schools in which the English Learner subgroup has not made Adequate Yearly Progress (AYP). These teachers must have previously attended the Structures and Strategies training provided through our local county office of education. The initial meeting of coaches and participating teachers will be facilitated by the Project Directors and will focus on setting expectations and building trust between all participants. The coaches will facilitate subsequent monthly meetings with the teachers to review the strategies from the Structures and Strategies training and to facilitate the collaborative development of lesson plans that incorporate instructional strategies for English Learners. The coaches will then observe the teachers using

the strategies in the classroom a minimum of twice per month, and will provide individual feedback to the teachers to improve their implementation of the strategies.

The project will begin as soon as possible after funding is received, with a start date currently scheduled for September 1, 2008. The project will continue through June of 2009.

The progress towards the stated goals and objectives will be measured through the coaches' observations of the participating teachers' level of implementation of English Learner strategies observed at the outset of the project and again at the conclusion of the project. The participating teachers will also complete a pre- and post- self-assessment of their understanding and implementation of the strategies at the initiation of the project and once again at the end of the project. The achievement of English Learners will be assessed with state assessments. The performance of the English Learner subgroup prior to the project (spring 2008 testing) will be compared to their performance at the end of the project (spring 2009 testing).

Project Personnel

Two Project Directors will administer and oversee the grant activities. The primary Project Director is Dr. Carol Anderson-Woo, Director of Curriculum, Accountability and Continuous Improvement. She is an employee of Tracy Unified School District and no part of her position will be funded by this grant. Oversight of this project is estimated to take up to 5% of her work time. Dr. Anderson-Woo is a bilingual educator with twenty-seven years of experience working with English Learners. Oversight of English Learner services is part of her current job description. Dr. Anderson-Woo will work with coaches to plan the monthly collaborative meetings focused on English Learner strategies and lesson design. She will also be responsible for fiscal accountability with this project.

The second Project Director is Mrs. Janice Bussey, Director of Staff Development. She is an employee of Tracy Unified School District and no part of her position will be funded by this grant. Oversight of this project is estimated to take up to 5% of her work time. Mrs. Bussey has extensive experience in coaching and staff development and will ensure the coaches are trained in effective coaching strategies. Mrs. Bussey has EL authorization, has received extensive training in English learners strategies and trains and coaches teachers on the implementation of such strategies.

Another key project person will be Mrs. Mercy Silveira, the English Language Learning Program Specialist for the district. As a Teacher on Special Assignment responsible for English Learner programs and assessment, Mrs. Silveira brings twenty years of classroom experience to the project. She will work closely with the coaches to coordinate the calendar for collaboration meetings and coaching sessions. Mrs. Silveira will be an active participant in these training and planning sessions. She will tabulate the evaluation data from coaches' observations, teachers' self-assessments, and the English Learner subgroup achievement. Mrs. Silveira's involvement in this project is estimated to constitute up to ten percent of her work time.

The actual coaches will not be hired until the grant is funded. A valid teaching credential with EL authorization and experience working with English Learners will be required. Recently retired teachers will be the most likely staff to serve as coaches. It is the intention of the District to hire up to three part-time employees for a total of 1.2 FTE. Coaches will be trained by the Director of Staff Development.

Management Plan

The management plan for this project includes personnel responsibilities as described in the previous section and the following timeline for project activities:

August – September 2008 • Hire coaches and provide coaching training

September 2008 • Identify teachers to participate in project

October 2008 • Begin project; First monthly collaboration meeting; Initial Coach observation in classrooms of participating teachers; Initial teacher self-assessment.

October 2008 – June 2009 • Monthly Collaboration Meetings

October 2008 – June 2009 • Bi-monthly Classroom Coaching

April 2009 • State Testing of students

May-June 2009 • Final Coach observations in classroom of participating teachers; Final teacher self-assessment.

August 2009 • Release of results of state testing; Final project evaluation

The time commitments of key personnel are appropriate and adequate to meet the objectives of the proposed project. Grant funds will be used to support the coaches and to fund the collaborative time of the participating teachers. The support provided by the English Language Learning Program Specialist and the oversight provided by the two Project Directors will require some work time, but these tasks are consistent with other current responsibilities for the positions and can be reasonably met.

The instructional coaches will be provided an office workspace within the Staff Development department of the school district. A desktop computer will be purchased with the grant funding to be shared by the instructional coaches. The computer will allow the coaches to

access e-mail to facilitate communication with the participating teachers and district staff, and to maintain schedules and records related to the project.

Project Evaluation

As described previously, the project will be evaluated based on whether there is an increase in the implementation of effective instructional practices in the classrooms of the participating teachers, and based on improvement in the achievement of the English Learner subgroup. This criterion for evaluation is consistent with the goals of the project, which is to increase the achievement of English Learners. In his meta-analysis of research on instructional practices, Marzano (2003) concludes the most important factor affecting student learning is the teacher and that effective teachers are defined by three factors: instructional strategies, classroom management and classroom curriculum design. This project is aimed at improving two of the three factors. The evaluation will provide both quantitative and qualitative data. Quantitative data will include student achievement results on state tests as well as data related to the level of implementation of instructional practices. Qualitative data will come from the teacher self-assessment of knowledge and implementation of instructional practices, as well as from anecdotal comments collected from coaches and participating teachers.

References Cited:

- DuFour, Richard., DuFour, Rebecca, Eaker, R., Many, T. (2006) *Learning by Doing: A Handbook for Professional Learning Communities at Work*. Bloomington, IN: Solution Tree
- Marzano, R. (2003) *What Works in Schools: Translating Research into Action*. Alexandria, VA: Association for Supervision and Curriculum Development.
- Joyce, B., & Showers, B. (2002) *Student achievement through staff development* (3rd ed.). Alexandria, VA: Association for Supervision and Curriculum Development.

U.S. Department of Education
Fund for the Improvement of Education (FIE)
Grant Application

Tracy Joint Unified School District, Tracy, CA
"English Language Learner Initiative"

Budget Justification

1. Personnel

Budget

Carol Anderson-Woo, Primary Project Director

0

(5% of work time – local funding \$5992 salary + \$1019 fringe benefits)

This project director will have oversight of the EL strategies, lesson design and fiscal accountability for the project.

Janice Bussey, Project Director

0

(5% of work time - local funding \$5498 salary + \$969 fringe benefits)

This project director will have oversight of the coaching strategies and support the implementation of EL strategies.

Mercy Silveira, English Language Learning Program Specialist

0

(10% of work time - local funding \$8302 salary + \$1696 fringe benefits)

The Program Specialist will support the project by coordinating the activities of the project staff.

English Learner Strategy Coaches (\$77,500 x 1.2 FTE)

\$ 93,000

Participating Teachers – extra services collaboration time

(30 x 18 hours at \$35/hour)

\$ 18,900

Total Personnel

\$ 111,900

2. Fringe Benefits

Medicare (1.45%), Unemployment (.3%) and Workers Comp (1.6608%)
for coaches funded through the grant

\$ 3,308

3. Travel

Mileage reimbursement for coaches to travel between school sites at 50.5¢/mile
for up to 600 miles per coach (for up to 3 coaches)

\$ 909

4. Equipment

1 desk top computer for coach's shared use

\$ 900

5. Supplies

Supplies will include basic office supplies for coaches, duplication of
observation forms on NCR forms, etc.

\$ 1,869


Total Project Budget

\$ 118,886



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Ryan Davis, Assistant Superintendent of Human Resources 
Date: October 22, 2008
Re: Ratify Agreement for Special Contract Services with Interim Health Services, Maxim Healthcare Services, and Arcadia Health Care to Provide Nurses for Needed Nursing Services

Background: The number of positions in the Health Services Department consists of one Coordinator of Health Services and two full-time nurses. The District has been actively recruiting for one full-time vacant nursing position since July 2008 and two full-time vacant nursing positions since October 9, 2008 upon receipt of a letter of resignation from the only remaining nurse. The Coordinator of Health Services has been providing the required and necessary services to students single handedly since Monday, October 20, 2008. Therefore, additional nursing services are needed in order to provide these required and necessary services to students while the nursing positions are advertised and filled. This agenda item needs ratification because services were procured prior to the board meeting in order to continue providing required health care for students.

Rationale: The District is contracting for nursing services with three outside agencies, Interim Health Services, Maxim Healthcare Services and Arcadia Health Care, immediately, until we can fill the two full-time open nursing positions. This agenda item meets Strategic Goal #4: Continuously Improve Fiscal and Human Resources and Facilities and Operational Processes in Order to Facilitate the Achievement of District, State and Federal Targets and Strategic Goal #5: Recruit, develop and support a high performing workforce.

Funding: The costs for these services are between \$55.00 and \$62.00 per hour, plus mileage between schools sites. These are the total costs paid to the agencies. Each contract is not to exceed \$50,000. The contracts were prepared this way in order to provide time to permanently fill the two open nursing positions. Funds to cover the cost of these nursing services will be provided from two vacant nursing positions.

Recommendation: Ratify Agreement for Special Contract Services with Interim Health Services, Maxim Healthcare Services, and Arcadia Health Care to Provide Nurses for Needed Nursing Services

Prepared by:

Ryan Davis, Assistant Superintendent for Human Resources

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Interim Health 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: Perform catheterizations and manage diabetics and perform other nursing duties as required.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of _____ () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$ LVN rate of \$35 and/or RN rate of \$60 per HOUR / DAY / **FLAT RATE** (circle one), not to exceed a total of \$ 50,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - C. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on October 15, 2008, and shall terminate on June 30, 2009.
5. This agreement may be terminated at any time during the term by either party upon One (1) days written notice.
6. Contractor shall contact the District's designee, Cindy Edmiston at (209) 830-3241, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number or TIN number (2)

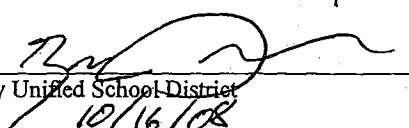
Date

Title

Address

City/State/Zip

Phone Number



Tracy Unified School District

Date

Title

Account Number to be charged

Department/ Site Approval

Budget Approval

Date Approved by the Board

Send All Copies to the Business Office

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

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Glenda Borejko Page 2 03/10/1998 rvsd 08/25/2005

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Maxim Healthcare 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: Perform catheterizations and manage diabetics and perform other nursing duties as required.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of Eight (8) HOURS per day, per employee, under the terms of this agreement at the following location Tracy Unified School District.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$ LVN rate of \$49 and/or RN rate of \$55 per HOUR / DAY / **FLAT RATE** (circle one), not to exceed a total of \$ 50,000.
Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - C. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on October 20, 2008, and shall terminate on June 30, 2009.
5. This agreement may be terminated at any time during the term by either party upon One (1) days written notice.
6. Contractor shall contact the District's designee, Cindy Edmiston at (209) 830-3241, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number or TIN number (2)

Date

Title

Address

City/State/Zip

Phone Number

Tracy Unified School District

Date

Title

Account Number to be charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send All Copies to the Business Office

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

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Glenda Borejko Page 2 03/10/1998 rvsd 08/25/2005

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Arcadia Health Care, 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: Perform catheterizations and manage diabetics and perform other nursing duties as required.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of _____ () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$ LVN rate of \$42 and/or RN rate of \$62 per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$ 50,000.
Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District [☒] SHALL; [☐] SHALL NOT reimburse Contractor for out-of-pocket expenses for mileage from school site to school site at of rate of 45 cents per mile, but not to exceed those currently in effect for employees of the District.
 - C. District shall make payment on a [☒] MONTHLY PROGRESS BASIS, [☐] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on October 20, 2008, and shall terminate on June 30, 2009.
5. This agreement may be terminated at any time during the term by either party upon One (1) days written notice.
6. Contractor shall contact the District's designee, Cindy Edmiston at (209) 830-3241, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.

responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

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Social Security Number or TIN number (2)

Date

Title

Address

City/State/Zip

Phone Number

Tracy Unified School District

Date

Title

Account Number to be charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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Glenda Borejko Page 2 03/10/1998 rvsd 08/25/2005



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Ryan Davis, Assistant Superintendent of Human Resources
DATE: October 17, 2008
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Figuerola, Emiliano

Guerrero, Francisco

Kahn, Christine

Kerling, Kathryn

Serrato, Cheryll

BACKGROUND:

Archbold, Jacqueline

CERTIFICATED

Math
Tracy High School
Class I, Step 1, \$42004
Funding: General Fund

Core 6-8th
Monte Vista Middle School
Class III, Step 1, \$43,975
Funding: General Fund

1st Grade (50%)
Kelly School, red track
Class I, Step 1, \$42004
Funding: General Fund

1st Grade (50%)
Freiler School, yellow track
Class III, Step 1, \$43,975
Funding: General Fund

1st/2nd Combination
McKinley Elementary
Class III, Step 5, \$48,728
Funding: General Fund

CLASSIFIED

Library Technician (Replacement)
Delta Island School
4 hours per day
Range 30, Step B - \$15.07 per hour
Funding: State Lottery

Archbold, Jacqueline	Library Technician (Replacement) South/West Park 7 hours per day Range 30, Step B - \$15.07 per hour Funding: State Lottery
Banales, Maria	School Supervision Assistant (Replacement) South/West Park 2.25 hours per day Range 21, Step E - \$14.04 per hour Funding: General Fund
Crump, Angela	Bus Driver (Replacement) Transportation 5 hours per day Range 36, Step B - \$17.32 per hour Funding: Transportation-Special Ed
English, Brian	Warehouse Delivery Driver (Replacement) DSC Warehouse 8 hours per day Range 35, Step A - \$16.16 per hour Funding: General Fund
Kouda, Marika	Special Ed Para Educator I (Replacement) Tracy High School 6 hours per day Range 24, Step C - \$13.73 per hour Funding: Special Education
Loayza-Guerra, Monica	School Supervision Assistant (Replacement) South/West Park 2 hours per day Range 21, Step A - \$11.69 per hour Funding: General Fund
Pekari, Laura	Para Educator I (New) Jacobson Elementary School 4 hours per day Range 24, Step A - \$12.51 per hour Funding: IASA – Title I
Sullivan, Mary	Bus Driver/Grounds/Custodian (New) Transportation/Maintenance 8 hours per day Range 36, Step A - \$16.53 per hour Funding: Transportation Special Ed -50%; Ongoing & Major Maintenance – 25% and General Fund – 25%

BACKGROUND:

LeDoux, Kathleen

CONFIDENTIAL/MANAGEMENT

Accounting Supervisor (Replacement)
DEC/Finance Department
8 hours per day
Range LMH 17, Step A - \$25.15 per hour
Funding: General Fund

BACKGROUND:

Britt, Keith

COACHES

Sophomore Girls' Basketball (Replacement)
Tracy High
Stipend: \$3,896.19

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Ryan Davis, Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Ryan Davis, Assistant Superintendent of Human Resources
DATE: October 17, 2008
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Jerome, Julie School Nurse	10/17/08	Personal
Wedel, Cynthia 6-8 th Core	10/17/08	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ali, Nishath School Supervision Assist.	Monte Vista	08/12/2008	Personal
Archbold, Jacqueline Library Technician	Delta Island	10/10/2008	Accepted position at S/WP
English, Brian Custodian I	Villalovoz	10/17/2008	Accepted Warehouse Delivery Driver position
Miller, Martin School Supervision Assist.	Williams	10/17/2008	Personal

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

Prepared by: Ryan Davis, Assistant Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent, Business Services
DATE: October 16, 2008
SUBJECT: Consider Claim No. 1-0809 TUSD

BACKGROUND: On or about September 9, 2008, a claim was received by the Tracy Unified School District in which the claimant, by and through her parents and guardians, stated that a loss or injury occurred on or about September 5, 2008. The alleged injury/incident occurred while the claimant was driving in the parking lot of West High School. The District's insurance providers reviewed the claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommends a rejection/denial of this claim by the Board of Trustees.

The amount of the claim is noted as \$11,415.26.

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: District insurance account covers costs up to the Board approved deductible amount.

RECOMMENDATIONS: Deny Claim No. 1-0809 TUSD.

Prepared by: Casey Goodall, Associate Superintendent for Business Services