

PLEASE BRING THIS COPY OF THE AGENDA TO THE BOARD MEETING. THANK YOU!

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, OCTOBER 23, 2007

**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, J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn
Staff: J. Franco, J. Mousalimas, 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: #FF07-08/ 16, 17, 18, 19, 21, 23

3.1.2 Application for Reinstatement: #AR07-08/1

Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.

3.1.3 Waiver of Expulsion: #WE07-08/3

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 Legal Counsel – Anticipated Litigation
(G.C. 54956.9(b))

- Number of Potential Cases: one (1)

3.2.3 Conference with Legal Counsel – Existing Litigation
(G.C. 54956.9(a))

Tracy Jt. Unified School District v. Pombo, et al.

San Joaquin County Superior Court, Nos. CV032726, CV032727

3.2.4 Conference with Labor Negotiator

Agency Negotiator: Jamie Mousalimas,

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 # FF07-08/ 16, 17, 18, 19, 21, 23**Action:** Motion___; Second___ **Vote:** Yes ___; No ___; Absent ___; Abstain ___.**6b** Report Out of Action Taken on Application for Reinstatement: #AR07-08/1**Action: Vote:** Yes ___; No ___; Absent ___; Abstain ___**6c** Report Out of Action on Waiver of Expulsion: #WE07-08/3**Action: Vote:** Yes ___; No ___; Absent ___; Abstain ___**7. Approve Regular Minutes of October 9, 2007.****Action:** Motion___; Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain- ___.

1-5

8. Student Representative Reports: Tracy High: Alaina Bassett; West High: Naficeh Dastgheyb, Stein: Pooja Kaur**9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:**9.1** Recognize and Congratulate Tracy High School Students Victoria Castaneda and James Wang for Being Winners in the 2007 National Council of Teachers of English (NCTE) Writing Contest**9.2** Villalovoz Elementary School Site Update on Achievements & Activities**9.3** Central Elementary 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.	Pg. No.
11.1 Administrative & Business Services:		
11.1.1	Receive October Report on Enrollment	6-7
11.1.2	Receive Update on Electronic School Board Agenda	8
11.2 Educational Services:		
11.2.1	Receive Update on Quarterly Williams Uniform Complaint Reports for Quarter Ending October 15, 2007	9-10
11.3 Human Resources:		
11.3.1	Receive Report on Timeline For John Kimball High School	11
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 Criteria for Board Review and Approval	12-13
13.1.2	Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval	14-16
13.1.3	Acknowledge Report on Heating, Ventilation and Air Conditioning Preventive Maintenance Program	17-21
13.1.4	Acknowledge Report on Summer Grounds Work	22-30
13.1.5	Approve Assembly Vendors and Site Assembly Utilization Calendars	31-33
13.1.6	Authorize Associate Superintendent for Business Services to Enter into Agreement to Donate Obsolete and Surplus Phone Equipment to Sacramento City Schools	34-36
13.1.7	Approve Monthly Budget Adjustment Report-September, 2007	37-41
13.1.8	Approve Revolving Cash Fund Reports for September, 2007	42-47
13.1.9	Approve Accounts Payable Warrants Reports for September, 2007 (Separate Cover Item)	48
13.1.10	Approve Consultant Agreement with Donna Covey, Education Consultant and Administrative Coach, to Provide District Staff with an Overview of the Process for Opening a New High School, the Scope of Work and Timeline	49-55
13.2 Educational Services:		
13.2.1	Ratify Contract with Theresa Fagundes – Speech, Language and Communication Center	56-58
13.2.2	Approve Contract with Psychology Learning and You (Cheryl Markowitz) for Autism Consultation and Training in the Preschools	59-61
13.2.3	Ratify Agreement with Assistive Technology Research Clinics, Stanford University Medical Center for Special Contract Services	62-64
13.2.4	Ratify Contract with Michelle Kirchner for Speech/Language Pathologist Services	65-67

		Pg. No.
13.2.5	Approve Overnight Travel for Tracy High School Choir Delegates to Attend 2008 Beijing Choral Salute with Anna Hamre in Beijing, China from March 14-23, 2008	68
13.2.6	Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation	69-71
13.2.7	Ratify Contract with the Speech Pathology Group, Inc.	72-77
13.2.8	Approve Overnight Travel for Nisla Fonseca and Victoria Geibig to Attend the IB Teacher Training Workshop, Spanish B, Level 2, IBNA, New York, From Thursday, February 21, Through Sunday, February 24, 2008	78
13.2.9	Approve Contract with Caballo Online Scoring Systems for Scoring of CELDT (California English Language Development Tests) for Williams School	79-81
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	82-83
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	84-85
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Approve City of Tracy Mitigation Fees and Infrastructure Costs of Kimball High School Project on Lammers Road	86-88
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.2	Approve Agreement for Demographic Consulting Services with Davis Demographics and Planning, Inc.	89-96
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.3	Approve Schematic Design of the West High School Theater and Authorize Rainforth Grau Architects to Move Forward with Construction Documents	97
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.4	Adopt Board Policy 5116 School Attendance Boundaries (First Reading).	98-101
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.2	Educational Services:	
14.2.1	Accept Grant Under Senate Bill 1209 Certificated Staff Mentoring Program (CSMP)	102
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3	Human Resources:	
14.3.1	Authorize Hiring High School Principal for Kimball High School	103
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3.2	Approve Revisions to Administrative Regulation 4151, Salary Guides	104-110
Action:	Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3.3	Approve a 30-year, 2.5% Longevity Pay Increment for Tracy Schools Management Association (TSMA) Employees	111-112
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 13, 2007

17.2 November 27, 2007

17.3 December 11, 2007

17.4 January 8, 2008

17.5 January 22, 2008

18. Upcoming Events:

18.1 October 29, 2007

No School, Parent Conferences

18.2 November 12, 2007

No School, Veteran's Day

18.3 November 19-23, 2007

Thanksgiving Break - Traditional

18.4 November 21-23, 2007

Thanksgiving Break - YRE

18.5 December 22- January 6, 2008

Winter Break

18.6 January 21, 2008

No School, MLK Day

18.7 January 30, 2008

No School, Buy Back 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 9, 2007**

5:30 PM: President Crandall called the meeting to order and adjourned to closed session.

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

7:04 PM: President Crandall 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 # FF07-08/12, 13
Action: Lewis, Guzman. **Vote:** Yes-7; No-0.
6b Report Out of Action Taken on Application for Reinstatement: #AR07-08/1
Action: **Vote:** Yes-7; No-0.
6c Report Out of Action Taken on PE Exemption Request: THS #1004645, #1008081
Action: **Vote:** Yes-7; No-0.
6d Report Out of Action Taken Consider Leave of Absence Request for Certificated Employee #UC-516, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
6e Report Out of Action Taken Consider Leave of Absence Request for Certificated Employee #UC-517, Pursuant to Article XX
Action: Approve. **Vote:** Yes-7; No-0.

Employees Present: D. Pickering, W. Gouveia, B. Meyer, F. Weinberg, R. Call, J. Wakefield, P. Hall, M. Belasco, K. Fistolera, S. Sievers, D. Sonnenburg, D. Wakefield

Press: B. Brownne

Visitors Present: D. Moffitt, T. Serna

Minutes: **Approve Regular Minutes of September 11, 2007.**
Action: Vaughn, Swenson. **Vote:** Yes-7; No-0.

**Student
Representative
Reports:**

None.

**Recognition &
Presentation:**

- 9.1** Recognize and Congratulate McKinley parent, Dana Moffitt for being awarded the Spirit of Literacy – Parent of the Year Award by San Joaquin A+

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, recognized McKinley School parent volunteer, Dana Moffitt, for receiving the Spirit of Literacy Award. Dr. Franco presented her with a certificate.

- 9.2** South West Park School Site Update on Achievements & Activities
This item will be presented on January 8, 2008.

- 9.3** Tracy Adult School Site Update on Achievements & Activities

Principal, Walter Gouveia, and Assistant Principal, Dave Pickering, presented a power point which showed the types of programs they have, enrollment statistics, how they are assessed, and what the future will bring.

**Hearing of
Delegations**

None.

**Information &
Discussion Items:**

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

- 11.2** **Educational Services:**

- 11.2.1** Receive Report on the Tracy High School Choral Salute to the 2008 Olympics on March 14-23, 2008

District Music Coordinator, Bill Meyer, reviewed information about the trip planed for the 2008 Olympics in China to play at the choral festival. They are planning to take 41 students. The students and parents are planning to raise all of the money necessary for the trip. Thanked Dr. Harrison and Dr. Franco for working with Matt Netto and himself to come up with a detailed plan. This item will come back to the Board at the next meeting for approval.

- 11.2.2** Receive Report on the Title III Accountability Report

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, presented a power point on the AMAOs which is part of

the NCLB accountability. The district receives Title III funds which is the English language learner portion of NCLB. TUSD met all three Title III AMAO targets. AMAO stands for the "Annual Measurable Achievement Objectives". These are measured by the CELDT, CST and CAHSEE tests.

Trustee Lewis left the meeting at 7:34 p.m.

Trustee Lewis returned to the meeting at 7:35 p.m.

11.2.3 Receive Update on Tardy Policy Study

Director of Student Services, Paul Hall, reviewed the current tardy policy which has been in effect for 5-7 years at West High and 2 years at Tracy High. He has checked with District legal counsel, Seyforth and Shaw, and they have confirmed that we are operating legally. He has also checked with other districts and reviewed their tardy policies. West High has organized a quality improvement team which will be reviewing the current tardy policy.

Public Hearing: None.

Consent Items: **Action:** Lewis, Vaughn. **Vote:** Yes-7; No-0.

13.1 Administrative & Business Services:

13.1.1 Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

13.1.2 Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

13.1.3 Approve Assembly Vendors and Site Assembly Utilization Calendars

13.2 Educational Services:

13.2.1 Ratify South/West Park School Staff Workshop to be Held on September 28, 2007

13.2.2 Approve Overnight Travel for Anne Bednarz to Attend the American Council of Teachers of Language Convention at San Antonio, Texas, on Friday November 16, 2007

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** Adopt Resolution No. 07-10 of the Board of Education of Tracy Joint Unified School District Counties of San Joaquin and Alameda Requesting the Board of Supervisors of the County of San Joaquin to Issue and Sell General Obligation Bonds of the District in the Aggregate Principal Amount of Not to Exceed \$20,000,000

Financial Advisor, Charlie Feinstein of KNN, presented a power point on the issuance of bonds.

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

14.2 Educational Services:

- 14.2.1** Approve Adoption of High School Advanced Placement French Textbook

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

14.3 Human Resources:

- 14.3.1** Approve New Job Description and 12-Month, 8-Hour Human Resources Assistant Position for the Human Resources Department

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

- 14.3.2** Approve Revised Job Description for Account Clerk

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

Board Reports:

Trustee Guzman attended the Parks and Community Service Commission meeting. He also attended the TLC Board meeting. They spoke about organizing a football team for their school. The K-8 enrollment is full and there are 245 high school students. The theater arts teacher converted a portable into a very nice theater. Today he attended a seminar on "Achieving Latino Success" in Stockton which was put on by the Latino Issues Forum. It all fits together with the same issues we have at the adult school. Trustee Lewis reviewed the school web sites. He was trying to find resources for SAT preparation and tutoring services. He had a hard time locating information and would like our schools to advertise some of the things we have available on the web sites. We have a lot of great teachers that may want to make extra money. Perhaps the union could coordinate a list of teachers that would like to tutor on the side. Trustee Feller passed. Trustee Swenson attended the construction tech meeting and it is moving along nicely. They will be talking to high school counselors and hope to get it started in August 2008. Trustee Hawkins attended a meeting at the county schools office on outdoor education. It's the celebration of the 50th anniversary of the first trip which to science camp which he attended along with Jefferson School. Trustee Vaughn passed. Trustee Crandall wished Tracy High good luck in their upcoming Homecoming festivities and game.

**Superintendent
Report:**

Dr. Franco sent condolences to the Herrick Family. Mrs. Herrick was one of our teachers at George Kelly School who passed away a few weeks ago. On Thursday morning management team is offering sexual harassment training. Charlie Feinstein's gave an interesting report about the bond extension, if we have a need for additional funds that might be something worth examining further. Pictures of the construction of the West High pool were passed around to the Board.

**8:37 PM
Adjournment.**

Tom Hawkins, Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *CyG* Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 21, 2007
SUBJECT: Receive October Report on Enrollment

BACKGROUND: One of the key variables in district decision making is student enrollment. Teacher staffing, facilities construction, class size, transportation, and funding are all planned with enrollment as the primary consideration. In January through February of each year the district projects enrollment. During the first two to three weeks, enrollment is monitored to see how closely enrollment matches the projections, what trends are occurring, and how plans should be modified to reflect the actual enrollment.

October is an important month in the data collection portion of enrollment projections, because the CBEDS (California Basic Educational Data System) report is generated in a standardized format on the same date for every school in California. CBEDS is an annual data collection in October which collects the following data elements from California public schools (K-12): enrollment, graduates, dropouts, vocational education, alternative education, adult education, course enrollment, classified staff, certificated staff, teacher shortage and demand.

While it takes a considerable amount of time to generate the report, the district conducts a parallel data collection process in which we count the enrollment at each school site and at each grade level. The Board has received a number of reports in this format, colloquially known as the "Big Sheet". The report generated on October 3rd is an early data source of what the CBEDS report will look like several months later.

RATIONALE:

The attached sheet shows a comparison of the data collected in the Student Services department to CBEDS data from past years. Among other things, the data supports earlier data that the district has declined from last year by 36 students.

FUNDING: Revenues have already been adjusted to reflect lower enrollment levels. Enrollment projections will be developed and presented to the board at a later date.

RECOMMENDATION: Receive October Report on Enrollment.

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

DISTRICT ENROLLMENT LESS CHARTER SCHOOL

	1993-94	1994-95	1995-96	1996-97	1997-98	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	Cohort #	Cohort %
	840	877	894	868	870	924	921	999	1,046	1,055	1,109	1,059	1,124	1,097	1,089		
	768	865	907	939	909	954	968	1,034	1,077	1,162	1,134	1,202	1,131	1,168	1,122		
	741	769	817	875	943	987	994	1,064	1,064	1,133	1,132	1,233	1,225	1,251	1,105		
	741	779	761	839	907	946	1,024	1,054	1,114	1,178	1,209	1,271	1,189	1,195	1,158		
	741	757	782	763	831	873	920	1,084	1,085	1,113	1,160	1,221	1,210	1,160	1,111		
	745	767	787	788	791	873	920	1,084	1,085	1,113	1,167	1,213	1,211	1,191	1,105		
	743	775	762	788	830	853	956	1,070	1,083	1,113	1,178	1,193	1,197	1,212	1,123		
	632	695	731	738	774	839	845	981	1,078	1,079	1,148	1,209	1,214	1,219	1,158		
	0	0	0	0	12	0	0	0	0	0	0	0	0	0	289		
	6,712	7,089	7,314	7,497	7,832	8,252	8,676	9,403	9,781	10,071	10,550	10,800	10,725	10,644	10,417		
	811	838	905	997	1,009	1,073	1,125	1,192	1,296	1,437	1,479	1,567	1,595	1,673	1,621		
	765	800	826	912	999	1,028	1,073	1,171	1,187	1,210	1,447	1,582	1,499	1,569	1,542		
	664	682	752	801	901	983	999	1,104	1,166	1,159	1,217	1,459	1,432	1,434	1,448		
	493	553	583	684	777	840	888	946	1,039	1,109	1,112	1,176	1,358	1,336	1,295		
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	297		
	2,733	2,873	3,066	3,394	3,686	3,924	4,085	4,413	4,688	4,957	5,213	5,784	5,884	6,012	6,203		
	9,445	9,962	10,380	10,891	11,518	12,176	12,761	13,816	14,469	15,028	15,763	16,584	16,609	16,656	16,620		
	517	418	511	627	658	585	1,055	653	559	735	821	25	47	-36			
	5.47%	4.20%	4.92%	5.76%	5.71%	4.80%	8.27%	4.73%	3.86%	4.89%	5.21%	0.15%	0.28%	-0.22%			



BUSINESS SERVICES MEMORANDUM

To: Jim Franco, Superintendent
From: Casey Goodall, Associate Superintendent for Business Services
Date: October 16, 2007
Subject: Receive Update on Electronic School Board Agenda

BACKGROUND: On September 25th, the Board received a report on the Electronic School Board Agenda. At the end of that report, the Board asked staff to review the economic data stated in the report.

RATIONALE: Information will be presented at the meeting regarding cost projections and other potential methods of utilizing technology to improve the development and dissemination of the agenda.

FUNDING: N/A

RECOMMENDATION: Receive Update on Electronic School Board Agenda

Prepared by: Casey Goodall – Associate Superintendent for Business Services



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
DATE: October 15, 2007
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending October 15, 2007.

BACKGROUND: Pursuant to the Williams 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, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams 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.

RATIONALE: The quarterly report for the period of July 15 through October 15, 2007 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 #2: Provide a variety of learning opportunities in safe, caring learning environments in order to improve student achievement and Goal #5: 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: No cost

RECOMMENDATION: Receive Update on Quarterly Williams Uniform Complaint Reports for the Quarter Ending October 15, 2007.

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



San Joaquin County Office of Education
Williams Uniform Complaint Reporting Form

District Name: Tracy Joint Unified School District Date submitted: October 15, 2007

Person completing this form: Carol Anderson-Woo Title: Director of Curriculum, Accountability and Continuous Improvement

Quarterly Report Submission Date: April 15, 2007 X October 15, 2007
(mark one) July 15, 2007 January 15, 2008

Please check the box that applies: ☒ There were no complaints filed with the district for the quarter indicated above.

☐ The following Williams complaint(s) were filed on the dates below. Copies of the complaint(s) are attached.

or

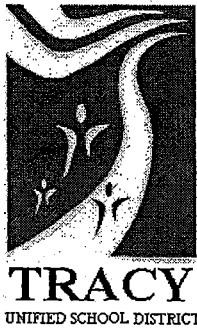
Type of Complaint				Resolution
Date Filed	Instructional Materials	Teacher vacancy or misassignment	Facilities	

(use additional sheets if necessary)

Dr. James Franco
Print Name of District Superintendent

James Franco
Signature of District Superintendent

10/8/07
Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: October 16, 2007
SUBJECT: Receive Report on Timeline for John Kimball High School

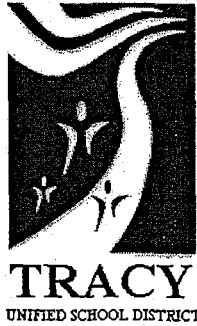
BACKGROUND: Tracy Unified School District is planning to construct and open a new comprehensive high school, John Kimball High, to house recent student enrollment growth, primarily from within the Tracy School District elementary boundaries. Opening a high school requires a tremendous amount of planning, from determining curriculum and staffing, to purchasing furniture, equipment, textbooks, and supplies. Developing a program which works within budget constraints, but which supports the themes will require even more planning.

RATIONALE: To ensure that Kimball High School opens with the appropriate staffing and educational programs, the planning process must begin well in advance. Issues such as student attendance boundaries, curriculum development, the acquisition of furniture, materials, equipment, and the planning of extra curricular activities will be addressed with input from all stakeholders. A tentative timeline has been developed to facilitate this process.

FUNDING: None.

RECOMMENDATION: Receive Report on Timeline for John Kimball High School

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources.



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: *Casey* Casey Goodall, Associate Superintendent for Business

Date: October 12, 2007

SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board review and Approval

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 Criteria for Placement on Consent Agenda

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor: Finney's Flooring
Site: Williams Middle School
Item: Proposal
Services: Contractor to prepare existing floor and provide and install new tile flooring in boys and girls (2) restrooms.
Cost: \$16,920.00
Project Funding: Deferred Maintenance Fund



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: *Casey* Casey Goodall, Associate Superintendent for Business

Date: October 12, 2007

SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval

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 Criteria for Placement on Consent Agenda

Prepared by: Casey Goodall, Associate Superintendent of Business Services

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

A. Vendor: ADT Security Services, Inc.
Site: Tracy High School – Modernization
Item: Agreement
Services: Provide installation and connection fees for intrusion alarm at Tracy High School.
Cost: \$480.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

Vendor:

B. Vendor: Chicago Title Company
Site: Tracy High School – Modernization
Item: Proposal
Services: Title Company to provide preliminary title report for Tracy High School.
Cost: \$360.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

C. Vendor: Charles Walker Inspection Service
Site: Tracy High School – Modernization
Item: Agreement
Services: DSA inspection services for Tracy High School Interim Housing; (8) relocatable classrooms.
Cost: \$4,000.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

D. Vendor: Bockman & Woody Electric Company, Inc.
Site: Tracy High School – Modernization
Item: Agreement
Services: Contractor to provide electrical, low voltage, and associated work for Tracy High School Interim Housing; (8) relocatable classrooms.
Cost: \$145,895.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

E. Vendor: Bockman & Woody Electric Company, Inc.
Site: Tracy High School – Modernization
Item: Agreement
Services: Contractor to provide electrical, low voltage, and associated work for Tracy High School Interim Housing; (8) relocatable classrooms.
Cost: \$145,895.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

F. Vendor: Delta Oilfield
Site: Tracy High School – 40 Classroom Building
Item: *Change Order
Services: Contractor to remove and dispose of additional 169.2 yards of soil, and 10 additional drums, per the direction of San Joaquin County Environmental Health Dept.
Cost: \$25,889.93
Project Funding: Local Bond Funds and State School Building Fund (SSBF)

*Above 10% Change Order; due to unforeseen conditions it was necessary to remove soil to obtain Environmental County Health Dept. approval in order to move forward with project.

G. Vendor: Conestoga Rovers
Site: Tracy High School – 40 Classroom Building
Item: Increase in Scope of Work – Ratify
Services: Environmental consultant to provide increased scope of work as required by County Environmental Health Department.
Cost: \$30,000.00
Project Funding: Local Bond Funds and State School Building Fund (SSBF)



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: October 12, 2006

SUBJECT: Acknowledge Report on Heating, Ventilation, and Air Conditioning Preventive Maintenance Program

Background: In October of 2006, the Board approved use of \$150,000 to initiate a Heating, Ventilation, and Air Conditioning Preventive Maintenance Program, which established

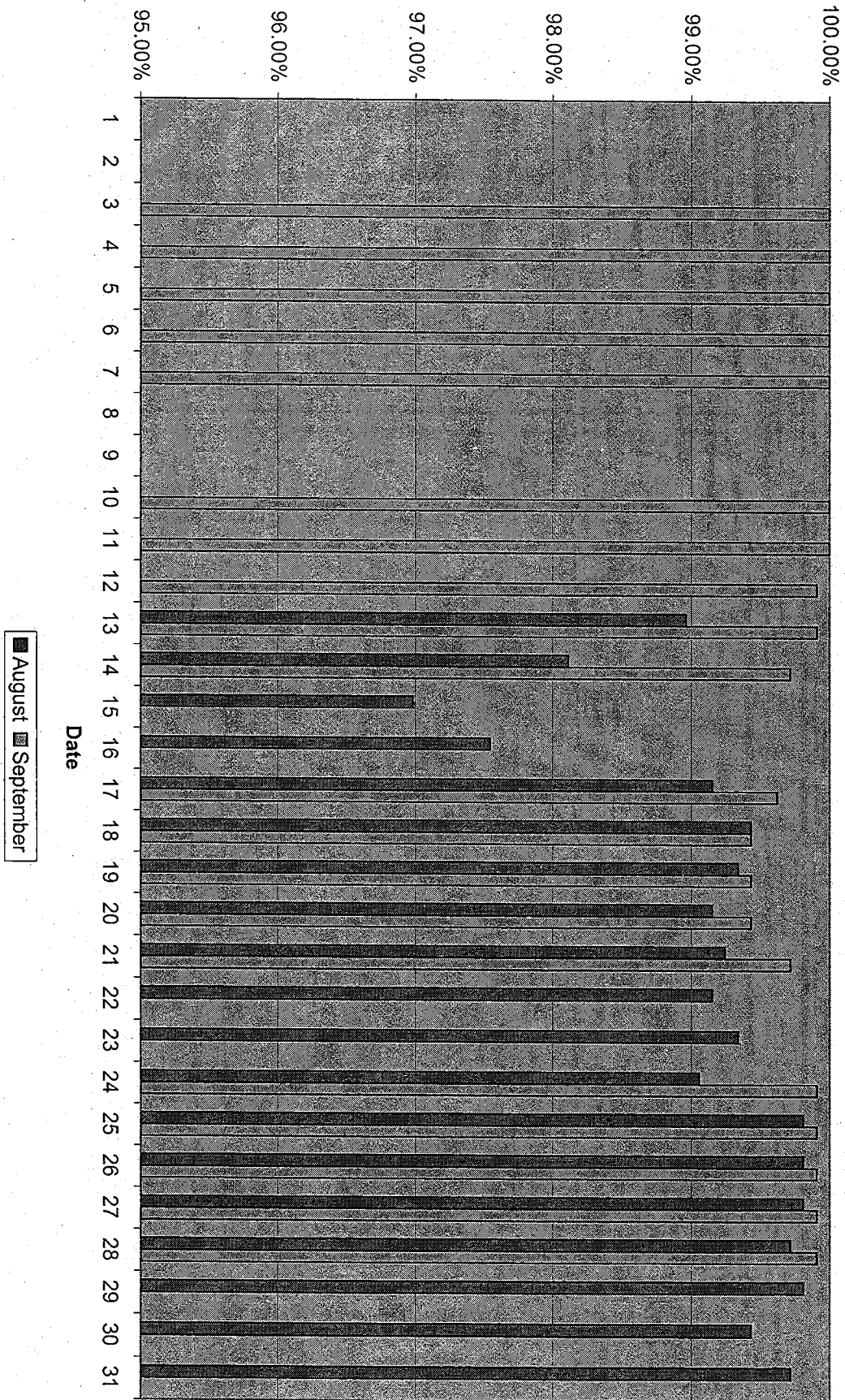
1. 98% of all HVAC units operational
2. 100% of all non-operational equipment to be repaired within twenty-four hours
3. 75 HVAC filters will be replaced each day
4. 15 HVAC units will be PM (Preventively Maintained) each day

The staffing process took several months, but the system was fully in place by January of 2007.

Rationale: Because it took so long to implement the program, it was authorized to continue through December of 2007. Data has been presented to the Board on a routine basis. Further reports will be presented in November and December, at which time an assessment will be made whether the program should continue.

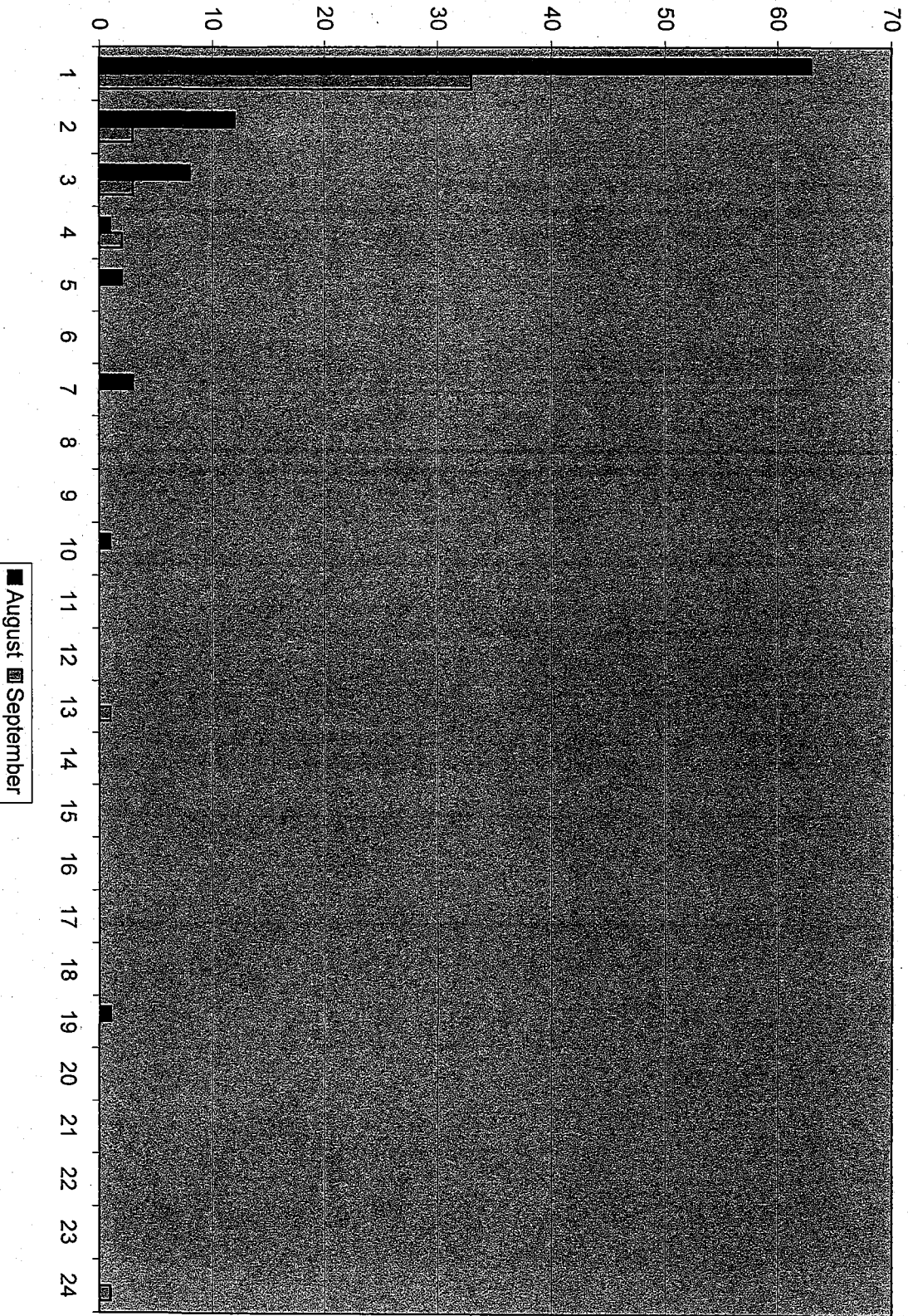
Recommendation: Acknowledge Report on Heating, Ventilation, and Air Conditioning Preventive Maintenance Program

% HVAC Units between 68 - 78 Degrees

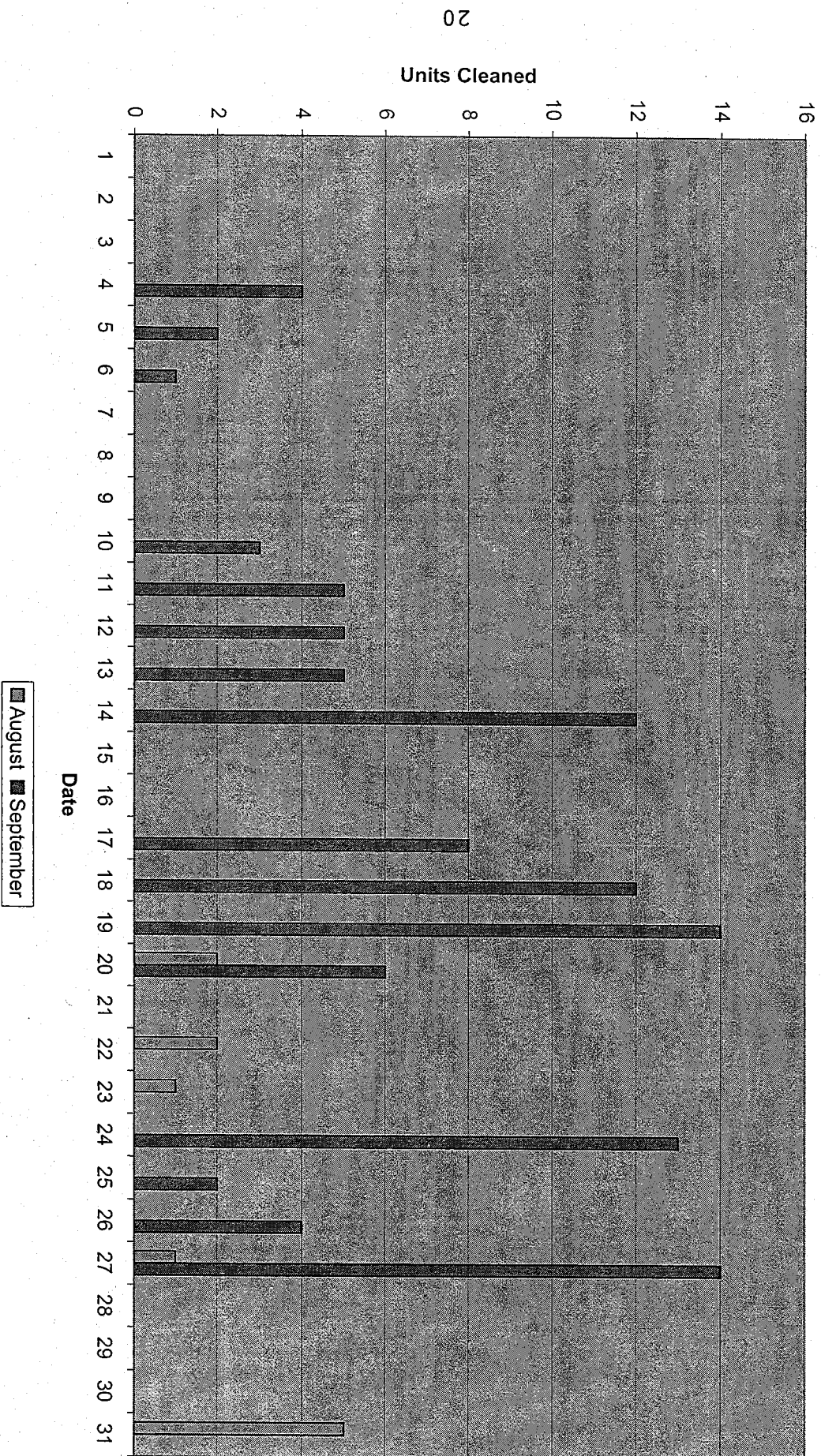


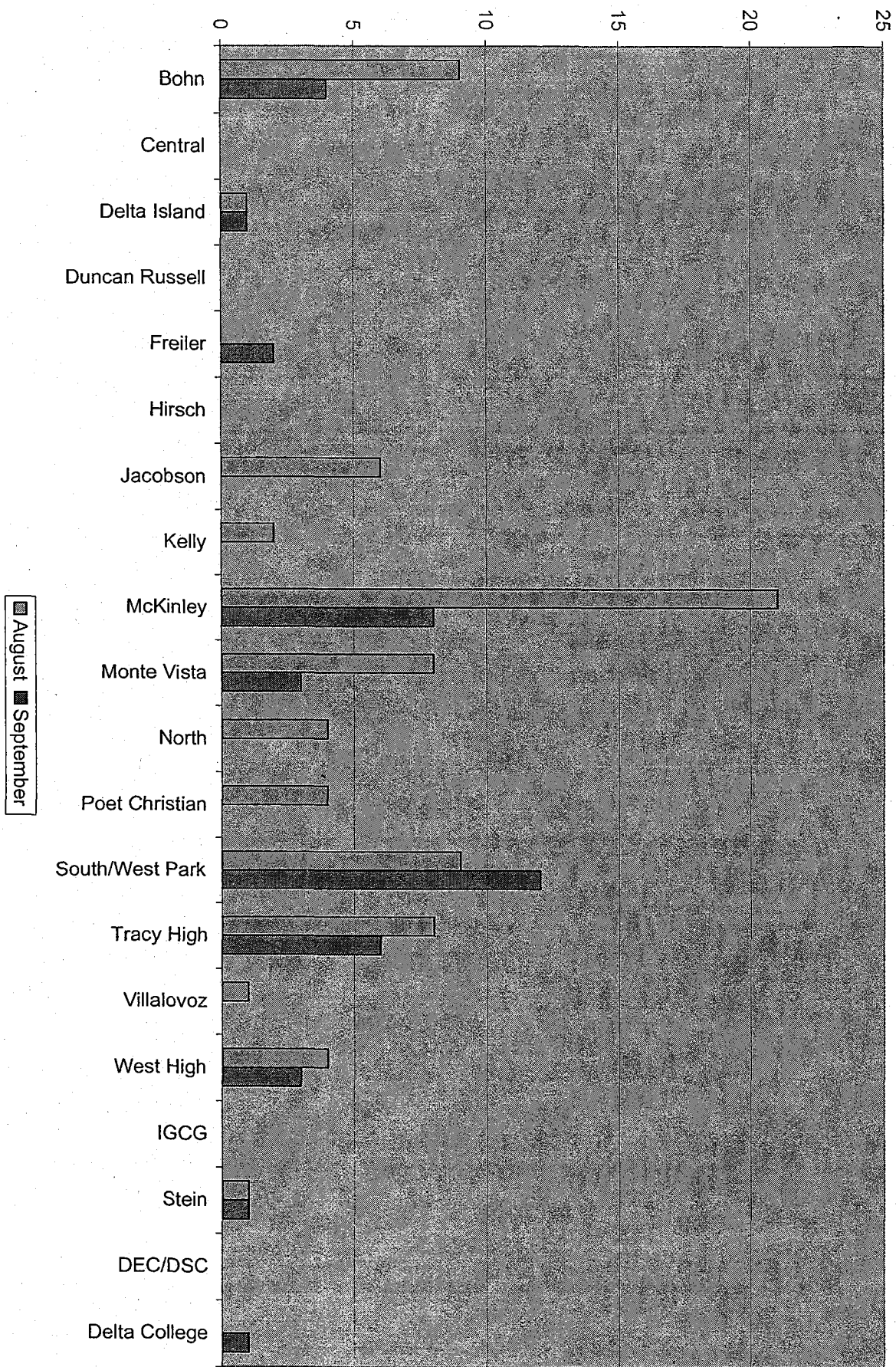
% Operational
2007-08 By Month

DaysTurnaround Time 2007-08 By Month



Units Cleaned 2007-08 By Month







BUSINESS SERVICES MEMORANDUM

To: Jim Franco, Superintendent
From: WSG/Goodall, Assistant Superintendent for Business
Date: October 12, 2007

SUBJECT: Acknowledge Report on Summer Grounds Work

BACKGROUND: In October, 2006, staff presented a report about current grounds staffing and a proposed grounds maintenance plan which could improve the level of service at district sites. The desired level of service included:

1. Mow and edge all turf areas every 7 calendar days.
2. Identify and repair 100% of irrigation problems within 24 hours.
 - a. Review 100% of sprinklers every 7 calendar days.
3. Routine General Maintenance:
 - a. Apply pesticide as required
 - b. Monthly inspection/upkeep of playgrounds
 - c. Monthly trim shrubs and trees
 - d. Quarterly aeration of turf areas
 - e. Semi-Annual fertilization
 - f. Annual re-seeding

RATIONALE: The plan was fully implemented during the summer months, and after several adjustments in procedures, the crews were able to meet the first goal of mowing all lawns every seven calendar days. The attached checklists display the completed mowing jobs for the months of August and September.

While dramatic improvements had been made by August 2nd, entire sections of irrigation systems at some schools remained inoperable. Four crew members have continued to complete these chronic irrigation problems. Now that mowing demands have slowed, staffing will be refocused on the remaining required repairs to these systems, with a goal that all will be repaired by March 20, 2008. A repair schedule is attached showing the plan to repair irrigation and improve the condition of the turf at:

West High School	Soccer Field
West High School	Practice Football Field
West High School	Baseball Fields
Tracy High School	PBK Field
Tracy High School	Practice Field
Monte Vista Middle School	Large Field
Williams Middle School	Large Field

Plans are not yet established, however, the crew also intends to make winter repairs at the following additional schools:

Poet Christian School	Localized Irrigation Problems
S/WP	Large Field
Jacobson	General Irrigation Problems
Villalovoz	General Irrigation Problems

The original plan of reviewing all irrigation every seven days has not been practical because of the number of remaining chronic problems, but also due to the disruption of running the systems during the school day. This goal will be evaluated by a group including a number of school principals or PE teachers to determine a method that is effective.

Shrubs and trees were trimmed at all sites. Aeration, fertilization, and seeding are scheduled from October through March.

FUNDING: N/A.

RECOMMENDATION: Acknowledge Report on Grounds Summer Plans

Prepared by: Casey Goodall, Assistant Superintendent for Business Services; Bill Willner, Director of Building Maintenance; John Heerema, Director of Transportation; Craig Hughes, Grounds Supervisor

TUSD Mowing Checklist

Month: AUGUST

Site

Crew 1		Crew 2	
Date	1	2	3
McKinley	X	X	X
Monte Vista		X	
XDEC	X		
XIGCG	X		
Freiler			
Jacobson			
North			
Duncan Russell			
Central			
Stein			
Villalovoz			
South/West Park		X	
Williams			
Kelly			
Hirsch			X
Poet		X	X
Bohn		X	
West High			
THS			
Delta Island			

TUSD Mowing Checklist

Month:

AUGUST

Site

Large Sports Fields

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
McKinley							X									X				X							X				
Monte Vista			X																	X							X				
DEC																															
JCGG																															
Freiler																															
Jacobson								X								X															
North			X																												
Duncan Russell																															
Central										X						X															
Stein																															
Villalovoz			X							X					X																
South/West Park								X	X	X																					
Williams			X				X																								
Kelly																															
Hirsch								X	X						X																
Poet								X	X																						
Bohn																															
West High			X													X				X											
THS							X																								
Delta Island																															

SICK 8

SEPTEMBER

26

1. V. — PRAYED NEEDS.
PRAYED
INNES @
ACOBSON
NORTH

2- NO PAPER WORK

TUSD Mowing Checklist

SEPTEMBER

Month:

Site

Large Sports Fields

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
McKinley					X								X						X	X				X							
Monte Vista												X	X						X	X					X						
DEC																															
IGCG																															
Freiler																															
Jacobson												X	X							X	X										
North																															
Duncan Russell																															
Central											X						X								X						
Stein																															
Villalovoz													X	X						X											
South/West Park																															
Williams																															
Kelly																															
Hirsch																															
Poet																															
Bohn																															
West High																															
THS																															
Delta Island																															

MOWER SERVICE

HOLIDAY

ID	Task Name	Duration	Start	Finish	Resource Names
1	Pesticide Certification	4 days	Mon 10/8/07	Thu 10/11/07	chughes
2	Schedule mtg w/ Tracy City Pest Control Spvsr	4 days	Mon 10/8/07	Thu 10/11/07	
3	Schedule Training w/ County Ag	2 days	Tue 10/9/07	Wed 10/10/07	
4	Grounds Improvement Projects	215 days?	Mon 10/8/07	Thu 7/31/08	
5	West High Irrigation	215 days?	Mon 10/8/07	Thu 7/31/08	
6	WHS Soccer Field	215 days?	Mon 10/8/07	Thu 7/31/08	
7	Hand Water Field	5 days	Mon 10/8/07	Fri 10/12/07	rick
8	Trace & Repair Wiring	4 days	Tue 10/9/07	Fri 10/12/07	Jim,Phil,Mike
9	Close Soccer Field (First Time)	91 days	Fri 10/26/07	Fri 2/29/08	WHS,Cindy Everhart
10	Close Soccer Field (Second Time)	44 days	Mon 6/2/08	Thu 7/31/08	WHS,Cindy Everhart
11	Repair Gopher Damage	212 days	Mon 10/8/07	Mon 7/28/08	
12	Gopher Abatement	212 days	Mon 10/8/07	Mon 7/28/08	
35	Top Dress Field w/ Loam	24 days	Mon 10/15/07	Thu 11/15/07	
36	Obtain Loam	10 days	Mon 10/15/07	Fri 10/26/07	Craig
37	Borrow Top Dresser	15 days	Fri 10/26/07	Thu 11/15/07	Craig
38	Top Dress Field	3 days	Fri 10/26/07	Tue 10/30/07	rick
39	Replace Pop-Up Sprinklers	5 days	Mon 10/15/07	Fri 10/19/07	Phil,rick,Mike
40	Spray Broadleaf Plants	2 days	Sat 10/13/07	Mon 10/15/07	Craig
41	Aerate Soccer Field	4 days	Tue 10/9/07	Fri 10/12/07	rick
42	Re-Aerate Field	5 days	Fri 10/26/07	Thu 11/1/07	rick
43	Seed Bad Areas	1 day?	Fri 10/26/07	Fri 10/26/07	rick
44	Fertilize Soccer Field	4 days	Mon 10/15/07	Thu 10/18/07	rick
45	Install Sod Near Goal	13 days	Mon 10/15/07	Wed 10/31/07	rick,Antonio
46	Rent/Buy Sod Cutter	5 days	Mon 10/15/07	Fri 10/19/07	Craig/Bill
47	Buy Sod	1 day	Fri 10/19/07	Fri 10/19/07	Craig
48	Cut Sod	1 day	Mon 10/29/07	Mon 10/29/07	Antonio,groundstodian
49	Install Sod	2 days	Tue 10/30/07	Wed 10/31/07	Rick/Antonio
50	Re-Aerate Field	5 days	Mon 3/10/08	Fri 3/14/08	rick
51	Re-seed Soccer Field	1 day?	Mon 3/17/08	Mon 3/17/08	rick
52	Fertilize Soccer Field	1 day?	Tue 3/18/08	Tue 3/18/08	rick
53	WHS Practice Football Field	116 days?	Sat 10/13/07	Fri 3/21/08	
54	Obtain Loam	10 days	Mon 2/18/08	Fri 2/29/08	
55	Borrow Top Dresser	15 days	Mon 3/3/08	Fri 3/21/08	Craig
56	Top Dress Field	3 days	Mon 3/3/08	Wed 3/5/08	rick
57	Aerate Practice Field	4 days	Mon 2/25/08	Thu 2/28/08	rick
58	Spray Broadleaf Plants	2 days	Sat 10/13/07	Mon 10/15/07	rick
59	Fertilize Practice Field	4 days	Mon 10/15/07	Thu 10/18/07	rick
60	Re-seed Practice Field	1 day?	Mon 3/17/08	Mon 3/17/08	rick
61	Fertilize Practice Field	1 day?	Tue 3/18/08	Tue 3/18/08	rick
62	WHS Baseball Fields	117 days?	Tue 10/9/07	Tue 3/18/08	rick
63	Top Dress Field w/ Loam	24 days	Mon 10/15/07	Thu 11/15/07	rick
64	Obtain Loam	10 days	Mon 10/15/07	Fri 10/26/07	Craig
65	Borrow Top Dresser	15 days	Fri 10/26/07	Thu 11/15/07	rick
66	Top Dress Field	3 days	Fri 10/26/07	Tue 10/30/07	rick
67	Aerate Baseball Fields	4 days	Tue 10/9/07	Fri 10/12/07	rick
68	Seed Bad Areas	1 day?	Fri 10/26/07	Fri 10/26/07	rick
69	Fertilize Baseball Fields	4 days	Mon 10/15/07	Thu 10/18/07	rick
70	Re-seed Baseball Fields	1 day?	Mon 3/17/08	Mon 3/17/08	rick
71	Fertilize Baseball Fields	1 day?	Tue 3/18/08	Tue 3/18/08	rick
72	WHS Other Irrigation	1 day?	Mon 10/8/07	Mon 10/8/07	rick
73	Top Dress Field w/ Loam	24 days	Mon 10/15/07	Thu 11/15/07	

Project: Grounds Projects
Date: Fri 10/12/07

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

ID	Task Name	Duration	Start	Finish	Resource Names
74	Obtain Loam	10 days	Mon 10/15/07	Fri 10/26/07	Craig
75	Borrow Top Dresser	15 days	Fri 10/26/07	Thu 11/15/07	rick
76	Top Dress Field	3 days	Fri 10/26/07	Tue 10/30/07	rick
77	Tracy High School Irrigation	118 days?	Mon 10/8/07	Tue 3/18/08	
78	PBK Field	118 days?	Mon 10/8/07	Tue 3/18/08	
79	Flush Irrigation Lines	1 day?	Mon 10/8/07	Mon 10/8/07	rick
80	Operate Lines	1 day?	Mon 10/8/07	Mon 10/8/07	rick
81	Top Dress Field w/ Loam	24 days	Mon 10/15/07	Thu 11/15/07	
82	Obtain Loam	10 days	Mon 10/15/07	Fri 10/26/07	Craig
83	Borrow Top Dresser	15 days	Fri 10/26/07	Thu 11/15/07	rick
84	Top Dress Field	3 days	Fri 10/26/07	Tue 10/30/07	Antonio
85	Aerate Fields	4 days	Tue 10/9/07	Fri 10/12/07	Antonio
86	Seed Bad Areas	1 day?	Fri 10/26/07	Fri 10/26/07	Antonio
87	Fertilize Fields	4 days	Mon 10/15/07	Thu 10/18/07	Antonio
88	Re-seed Fields	1 day?	Mon 3/17/08	Mon 3/17/08	Antonio
89	Fertilize Fields	1 day?	Tue 3/18/08	Tue 3/18/08	Antonio
90	Other Irrigation	1 day?	Mon 10/8/07	Mon 10/8/07	Antonio
91	Practice Field	118 days?	Mon 10/8/07	Tue 3/18/08	
92	Repair Broken Wires	1 day	Mon 10/8/07	Mon 10/8/07	Antonio
93	Arrange w/ Contractor to keep ground dry	2 days	Tue 10/9/07	Wed 10/10/07	Craig
94	Obtain Loam	10 days	Mon 10/15/07	Fri 10/26/07	Craig
95	Borrow Top Dresser	15 days	Fri 10/26/07	Thu 11/15/07	rick
96	Top Dress Field	3 days	Fri 10/26/07	Tue 10/30/07	Antonio
97	Spray Broadleaf Plants	2 days	Sat 10/13/07	Mon 10/15/07	Antonio
98	Aerate Fields	4 days	Tue 10/9/07	Fri 10/12/07	Antonio
99	Seed Bad Areas	1 day?	Fri 10/26/07	Fri 10/26/07	Antonio
100	Fertilize Fields	4 days	Mon 10/15/07	Thu 10/18/07	Antonio
101	Re-seed Fields	1 day?	Mon 3/17/08	Mon 3/17/08	Antonio
102	Fertilize Fields	1 day?	Tue 3/18/08	Tue 3/18/08	Antonio
103	Other Irrigation	1 day?	Mon 10/8/07	Mon 10/8/07	Antonio
104	Monte Vista Middle School Irrigation	118 days?	Mon 10/8/07	Tue 3/18/08	
105	Locate inoperative Valves	10 days	Mon 10/8/07	Fri 10/19/07	Volunteers
106	Repair Inoperative Valves	1 day?	Mon 10/8/07	Mon 10/8/07	Phil, Mike, Jim
107	Top Dress Field w/ Loam	24 days	Mon 10/15/07	Thu 11/15/07	
108	Obtain Loam	10 days	Mon 10/15/07	Fri 10/26/07	
109	Borrow Top Dresser	15 days	Fri 10/26/07	Thu 11/15/07	Craig
110	Top Dress Field	3 days	Fri 10/26/07	Tue 10/30/07	rick
111	Aerate Fields	4 days	Tue 10/9/07	Fri 10/12/07	
112	Seed Bad Areas	1 day?	Fri 10/26/07	Fri 10/26/07	
113	Fertilize Fields	4 days	Mon 10/15/07	Thu 10/18/07	
114	Re-seed Fields	1 day?	Mon 3/17/08	Mon 3/17/08	
115	Fertilize Fields	1 day?	Tue 3/18/08	Tue 3/18/08	
116	Willams Middle School Irrigation	118 days?	Mon 10/8/07	Tue 3/18/08	
117	Aerate Fields	4 days	Tue 10/9/07	Fri 10/12/07	
118	Seed Bad Areas	1 day?	Fri 10/26/07	Fri 10/26/07	
119	Fertilize Baseball Fields	4 days	Mon 10/15/07	Thu 10/18/07	
120	Re-seed Baseball Fields	1 day?	Mon 3/17/08	Mon 3/17/08	
121	Fertilize Baseball Fields	1 day?	Tue 3/18/08	Tue 3/18/08	
122	WHS Other Irrigation	1 day?	Mon 10/8/07	Mon 10/8/07	
123	Poet Christian K-8 School Irrigation	1 day?	Mon 10/8/07	Mon 10/8/07	
124	Bohn School Irrigation	1 day?	Mon 10/8/07	Mon 10/8/07	

Project: Grounds Projects
Date: Fri 10/12/07

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

ID	Task Name	Duration	Start	Finish	Resource Names
125	South/West Park Irrigation	1 day?	Mon 10/8/07	Mon 10/8/07	
126	Jacobson School Irrigation	1 day?	Mon 10/8/07	Mon 10/8/07	
127	Villalovoz School Irrigation	1 day?	Mon 10/8/07	Mon 10/8/07	

Project: Grounds Projects
Date: Fri 10/12/07

Task



Project Summary



Split



External Tasks



Progress



External Milestone



Milestone



Deadline



Summary





BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: October 12, 2007
SUBJECT: Approve Assembly Vendors and Site Assembly Utilization Calendars

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

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

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. Additionally, the attached calendar of events has been reviewed to ensure the date and time of the event does not conflict with other site or district events.

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

Funding: Per attached summary of requisitions.

Recommendation: Approve Assembly Vendors and Site Assembly Utilization Calendars

Prepared by: Cindy Everhart, Facility Use Secretary, and Bob Corsaro, Director of Risk Management, Environmental Compliance, & Safety

Assembly Vendor Approval List

Board Approved	School	Vendor	Assembly Date	Insurance Expires
8/28/2007	Williams	Horizon Intertainment - Anti Bully JC Pohl 818 755 8800	9/4/07	5/18/2008
8/28/2007	George Kelly	Academic Entertainment Timothy Busfield 916 442 5635	11/2/07	12/10/2007
8/28/2007	George Kelly	Academic Entertainment Timothy Busfield 916 442 5635	4/2/08	12/10/2007*
8/28/2007	McKinley	Fantasy Theater Timothy Busfield	4/18/08	8/28/2007*
10/9/2007	Freiler	Prismatic Magic Christopher Volpe 973-283-9006 chirs@prismaticmagic.com	10/11/07	4/16/2008
10/9/2007	North	Ranka's Marionette Theatre Scott Hill 707.578- 5535info@rankastheatre.com	1/9/08	10/6/2007*
10/9/2007	North	Percussion Discussion Ken Bergmann's 925-755- 3786percuss@pacbell.net	3/4/08	2/26/2008
10/9/2007	McKinley	McDonalds Tammi Beck 916-962-1982	1/19/08	NO Charge, Tier 1
10/9/2007	McKinley	Sandia Labs Simone Williams 925- 294-2609 srwilli@sandia.gov	10/3/07	NO Charge, Tier 1
10/9/2007	McKinley	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	8/29/07	NO Charge, Tier 1
10/9/2007	McKinley	NASA Karin Costa 650-604-6077	5/16/08	NO Charge, Tier 1
10/9/2007	Hirsch	Mad Science Danielle Mae Lee danielle@madsciencesacto.com 916-736-2924	10/9/07	12/1/2007

*Will need insurance renewal before date of assembly 32

Assembly Vendor Approval List

Board Approved	School	Vendor	Assembly Date	Insurance Expires
10/9/2007	McKinley	Magic of Dexter -Dexter 559-269-2273 www.motivationalschoolsshow.com dexter@magicofdexter.com	10/19/07	8/15/2008
	McKinley	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	11/16/2007	Indemnification approved, Tier 1



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: September 28, 2007
SUBJECT: Authorize Donation of Obsolete and Surplus Phone Equipment to Sacramento City Schools.

BACKGROUND: Tracy Unified School District has replaced phone equipment at several sites during the summer of 2007, generating surplus equipment as a result. The obsolete phone equipment is not compatible with the Voice-Over Internet Protocol (VOIP) phone system installed in our District. Because the District still has four sites (Kelly, Poet, Freiler and Williams) still on a Millennium PBX style system, the ISET Department has salvaged enough materials from the surplus to satisfy repair needs at these sites. However, even after enough equipment has been put aside to meet our own needs, surplus equipment remains.

Because the telephone inventory has been replaced with newer, more modern equipment, the Tracy Unified School District Director of Materials Management has declared the equipment surplus because it is "damaged, obsolete and surplus furniture, computers and equipment." Because the equipment is aged technology, the inventory has negligible value.

Education Code 39520 requires the district to sell any personal property belonging to the district if the property is not suitable for school use. Yet, as advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that the equipment is safe and will be operated by qualified users. In addition, surplus should only be sold to those who can take title of the equipment and warrant safety through certification. As such, the district looks to sources that assume responsibility and provide warranties for these items as they pass through their possession.

When determining how best to dispose of this obsolete equipment, the district contacted Quality Sound to determine which government agency could safely use this technology and limit our own district liability. Quality Sound referred staff to Sacramento City School District as a potential recipient.

RATIONALE: The old PBX based systems are in use currently at Sacramento City School District, who has provided a letter holding Tracy Unified School District harmless "by acceptance of this donation of audio visual equipment, Sacramento City Unified School District agree to indemnify and hold harmless the Tracy Unified School District, its officers and employees, from all claims, suits or action of every name, kind and description brought for or on account of injuries to or death of any person, or damage to any property, resulting from an act, omission or negligence by the district in the performance of this donation".

The surplus items will be processed under an agreement with Sacramento City Schools District which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The overall value of the inventory is negative or at best negligible as has been determined by the District. The inventory will be reused to maintain existing equipment in Sacramento City School District. Tracy Unified School District, its officers and employees nor Quality Sound has no financial gain or interest in this donation.

Sacramento City School District has a qualified telecom technician who maintains their telecom system. Liability exposure to District is eliminated.

FUNDING: No Cost.

RECOMMENDATION: Authorize Donation of Obsolete and Surplus Phone Equipment to Sacramento City Schools

Prepared by Gary M. Jayne, Director of Materials Management



PURCHASING SERVICES DEPARTMENT

3051 Redding Avenue • Sacramento, CA 95820
(916) 277-6662 • FAX (916) 277-6659

Nancy S. Miyashiro, *Director*

September 13, 2007

Mr. Jim Jensen
Tracy Unified School District
1945 West Lowell Avenue
Tracy, CA 95376

Dear Mr. Jensen:

In reference to my letter dated July 2, 2007, accepting a donation of audio visual equipment, as is, you are requesting an indemnification clause.

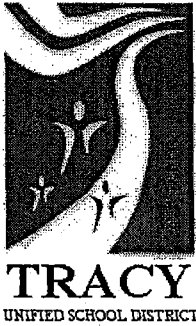
By acceptance of this donation of audio visual equipment, Sacramento City Unified School District agree to indemnify and hold harmless the Tracy Unified School District, its officers and employees, from all claims, suits or action of every name, kind and description brought for or on account of injuries to or death of any person, or damage to any property, public or private, including school district property, resulting from an act, omission or negligence by the district in the performance of this donation.

If you have any questions, please contact me at (916) 277-6662.

Sincerely,

Nancy S. Miyashiro
Director, Purchasing Services

Cc Luis Freese, Director, Facilities Maintenance
Kevin Balinski, Foreman, Electronics Department



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: Dr. Casey Goodall, Assoc. Superintendent for Business Services

DATE: October 3, 2007

SUBJECT: Approve Monthly Budget Adjustment Report-September, 2007

BACKGROUND: Each month the Financial Services Department submits a Budget Adjustment Report summarizing changes of amounts in object codes.

RATIONALE: These monthly reports include estimated revenues, expenditures, adjustments, and transfers and facilitate timely monitoring of the budget.

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 09/01/2007 TO DATE 09/30/2007

#J2847

PAGE: 1
10/01/2007

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	APPROVED OBJECT	DESCRIPTION	07/18/2007 ADOPTED BUDGET	09/01/2007 REVISED BUDGET	BUDGET ADJUSTMENTS	09/30/2007 REVISED BUDGET
01	1100	TEACHERS' SALARIES	54,337,474.00	54,505,959.00	138,110.00	54,644,069.00
	1200	CERT PUPIL SUPPORT SALARIES	2,765,709.00	2,765,709.00	10,157.00	2,775,866.00
	1300	CERT SUPRVSRs' & ADMINS' SAL	5,165,242.00	5,165,242.00	-508.00	5,164,734.00
	1900	OTHER CERTIFICATED SALARIES	1,172,025.00	1,173,582.00	42,341.00	1,215,923.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,816,042.00	3,817,288.00	-2,387.00	3,814,901.00
	2200	CLASSIFIED SUPPORT SALARIES	7,083,336.00	7,085,479.00	3,390.00	7,088,869.00
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,640,825.00	1,695,671.00	.00	1,695,671.00
	2400	CLERICAL & OFFICE SALARIES	4,642,331.00	4,643,637.00	5,875.00	4,649,512.00
	2900	OTHER CLASSIFIED SALARIES	517,243.00	517,609.00	6,860.00	524,469.00
	3101	STRS ON 1000 SALARIES	5,181,701.00	5,195,594.00	14,452.00	5,210,046.00
	3102	STRS ON 2000 SALARIES	7,422.00	7,422.00	.00	7,422.00
	3201	PERS ON 1000 SALARIES	60,428.00	60,428.00	52.00	60,480.00
	3202	PERS ON 2000 SALARIES	1,542,496.00	1,547,917.00	-207.00	1,547,710.00
	3311	OASDI ON 1000 SALARIES	36,879.00	36,910.00	1,217.00	38,127.00
	3312	OASDI ON 2000 SALARIES	953,327.00	956,985.00	637.00	957,622.00
	3321	FICA-MED ON 1000 SALARIES	823,629.00	825,968.00	2,402.00	828,370.00
	3322	FICA-MED ON 2000 SALARIES	237,627.00	238,507.00	369.00	238,876.00
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	50.00	45.00	95.00
	3332	ALTER. RETIREMENT ON 2000 SAL	35,094.00	35,133.00	1,003.00	36,136.00
	3411	HEALTH & WELFARE ON 1000 SALS	7,828,609.00	7,837,092.00	.00	7,837,092.00
	3412	HEALTH & WELFARE ON 2000 SALS	3,181,541.00	3,190,350.00	.00	3,190,350.00
	3501	STATE UNEMPLOY ON 1000 SALARY	31,753.00	31,852.00	150.00	32,002.00
	3502	STATE UNEMPLOY ON 2000 SALARY	8,865.00	8,910.00	48.00	8,958.00
	3601	WORKER'S COMP INS ON 1000 SAL	1,712,960.00	1,715,788.00	3,332.00	1,719,120.00
	3602	WORKER'S COMP INS ON 2000 SAL	477,312.00	478,906.00	361.00	479,267.00
	3711	OPEB,ALLOCATED, CERTIFICATED	620,966.00	620,966.00	.00	620,966.00
	3712	OPEB,ALLOCATED, CLASSIFIED	447,341.00	447,341.00	.00	447,341.00
	3801	PERS REDUCTION ON 1000 SALARY	24,118.00	24,118.00	.00	24,118.00
	3802	PERS REDUCTION ON 2000 SALARY	416,178.00	416,178.00	-409.00	415,769.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	10,320.00	10,320.00	.00	10,320.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	11,560.00	11,560.00	.00	11,560.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	901,274.00	925,926.00	186,174.00	1,112,100.00
	4200	BOOKS OTHER THAN TEXTBOOKS	411,850.00	447,213.00	117,317.00	564,530.00
	4300	MATERIALS & SUPPLIES	9,037,559.00	12,667,071.00	1,584,470.00	14,251,541.00
	4400	NON-CAPITALIZED EQUIPMENT	685,976.00	957,221.00	98,810.00	1,056,031.00
	5100	SUBAGREEMENTS FOR SERVICES	.00	.00	.00	.00
	5200	TRAVEL & CONFERENCES	194,453.00	209,463.00	60,940.00	270,403.00
	5300	DUES & MEMBERSHIPS	37,915.00	41,718.00	379.00	42,097.00
	5400	INSURANCE	502,141.00	595,641.00	.00	595,641.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	2,966,017.00	2,969,317.00	385.00	2,969,702.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	745,997.00	747,135.00	14,459.00	761,594.00
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	.00	6,705.00	-663.00	6,042.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,643,205.00	4,541,633.00	558,606.00	5,100,239.00
	5900	INTERGOVERNMENTAL FEES	510,038.00	513,363.00	1,072.00	514,435.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	1,425,934.00	1,424,254.00	.00	1,424,254.00
	6400	EQUIPMENT	56,500.00	56,500.00	63,014.00	119,514.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	APPROVED OBJECT	DESCRIPTION	07/18/2007 ADOPTED BUDGET	09/01/2007 REVISED BUDGET	BUDGET ADJUSTMENTS	09/30/2007 REVISED BUDGET
01	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	550,726.00	550,726.00	.00	550,726.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-200,951.00	-202,228.00	-13,878.00	-216,106.00
	7438	DEBT SERVICE - INTEREST	13,267.00	13,267.00	.00	13,267.00
	7439	DEBT SERVICE - PRINCIPAL	131,304.00	137,020.00	876.00	137,896.00
	7612	BETWEEN GEN FND & SP RSRVE FND	28,700.00	28,700.00	.00	28,700.00
	7613	ST SCH BLD FND OTH FND OF DIST	50,000.00	50,000.00	.00	50,000.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	633,761.00	633,761.00	.00	633,761.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	63,869.00	63,869.00	.00	63,869.00
	TOTAL EXPENSE		127,222,388.00	132,489,246.00	2,899,251.00	135,388,497.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

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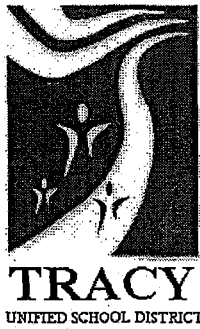
APPROVED			07/18/2007	09/01/2007	BUDGET	09/30/2007
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	67,033,230.00	65,270,586.00	.00	65,270,586.00
	8040	COUNTY & DISTRICT TAXES	22,947,117.00	22,947,117.00	.00	22,947,117.00
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00	.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00	.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00	.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00	.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	453,295.00	453,295.00	.00	453,295.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,350,171.00	-1,350,171.00	.00	-1,350,171.00
	8181	SP ED-ENTITLEMENT	1,985,750.00	1,985,750.00	.00	1,985,750.00
	8182	SP ED-DISCRETIONARY GRANTS	217,225.00	217,225.00	.00	217,225.00
	8290	ALL OTHER FEDERAL REVENUES	1,691,350.00	1,790,766.00	335,083.00	2,125,849.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,257,588.00	2,257,588.00	115,343.00	2,372,931.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	3,121,206.00	.00	3,121,206.00
	8560	STATE LOTTERY REVENUE	2,290,094.00	2,290,094.00	.00	2,290,094.00
	8590	ALL OTHER STATE REVENUES	7,577,476.00	9,065,946.00	-1,079,472.00	7,986,474.00
	8660	INTEREST	800,000.00	800,000.00	.00	800,000.00
	8675	TRANSPORTATION FEES FROM INDIV	82,260.00	82,260.00	.00	82,260.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,245,631.00	1,245,631.00	14,930.00	1,260,561.00
	8689	ALL OTHER FEES & CONTRACTS	28,700.00	28,700.00	.00	28,700.00
	8699	ALL OTHER LOCAL REVENUES	3,271,970.00	3,388,990.00	77,815.00	3,466,805.00
	8792	TRANS OF APPORTION FROM CO OFF	3,725,425.00	3,725,425.00	.00	3,725,425.00
	8919	OTH AUTH INTERFUND TRANS IN	45,500.00	51,200.00	.00	51,200.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			124,917,707.00	124,865,669.00	-536,301.00	124,329,368.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 08

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	09/01/2007 REVISED BALANCE	ADJUSTMENTS	09/30/2007 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,576,074.32	-4,257,178.32	3,435,552.00	-821,626.32
	9791	BEGINNING BALANCE	-15,445,570.32	-15,445,570.32	.00	-15,445,570.32
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	13,140,889.32	7,821,993.32	-3,435,552.00	4,386,441.32
	9799	K12 NET GAIN OR LOSS	.00	7,623,577.00	3,435,552.00	11,059,129.00



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Dr. Casey Goodall, Assoc. Superintendent of Business Services
Date: October 3, 2007
Subject: Approve Revolving Cash Fund Reports (September, 2007)

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

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

Funding: N/A.

Recommendation: Approve Revolving Cash Fund Reports (September, 2007).

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

10/01/07

Tracy Unified School District
REVOLVING CASH FUND
 September 2007

Date	Num	Name	Memo	Paid Amount
9/4/2007	8072	CSU STANISLAUS T-705	SILVA/SEPT 19/CONF FEE	
			01-0000-0-1110-2700-5200-700-6502	-95.00
			GAINES, IDI	-95.00
			WATT, BRAD	-95.00
TOTAL				-285.00
9/5/2007	8073	EAGLE SOFTWARE	JOHNSON/OCT 22/CONF FEE	
			01-7110-0-1110-2420-5200-800-1222	-400.00
TOTAL				-400.00
9/5/2007	8074	EAGLE SOFTWARE	ENSOR/OCT 22/CONF FEE	
			01-7110-0-1110-2420-5200-800-1222	-400.00
TOTAL				-400.00
9/5/2007	8075	EAGLE SOFTWARE	HAMOUI/OCT 22/CONF FEE	
			01-7110-0-1110-2420-5200-800-1222	-400.00
TOTAL				-400.00
9/10/2007	8076	EAGLE SOFTWARE	SMITH/OCT 23/CONF FEE	
			01-2430-0-3550-2700-5200-510-2201	-250.00
TOTAL				-250.00
9/10/2007	8077	KRONICK MOSKOVITZ	MOUSALIMAS/O-12/CONF FEE	
			01-0000-0-0000-7400-5200-800-8001	-20.00
			NANCY KETTNER	-20.00
			PAUL HALL	-20.00
			SHEILA HARRISON	-20.00
TOTAL				-80.00
9/10/2007	8078	EAGLE SOFTWARE	WOO/OCT 22/CONF FEE	
			01-4035-0-1110-1000-5200-800-2744	-250.00
			DANA SMITH	-250.00
			JACKIE HEEFNER	-250.00
TOTAL				-750.00
9/10/2007	8079	SPRINT	JULY-AUG BOARD PHONE PO80010	
			01-0000-0-0000-7200-5900-800-9262	-135.49
TOTAL				-135.49
9/10/2007	8080	FAMILY RESOURCE & REFERRAL C...	ENGELMAN/9-29/CONF FEE	
			01-0015-0-7110-1000-5200-800-2722	-30.00
			REBECCA SILVA	-30.00
TOTAL				-60.00

10/01/07

Tracy Unified School District
REVOLVING CASH FUND
 September 2007

Date	Num	Name	Memo	Paid Amount
9/10/2007	8081	EAGLE SOFTWARE	NICOLAYSEN/OCT 23/CONF FEE	
			01-0000-0-3200-2700-5200-550-6952	-250.00
TOTAL				-250.00
9/11/2007	8082	EAGLE SOFTWARE	RAMOS/OCT 22/CONF FEE	
			01-3010-0-1110-1000-5200-340-3504	-400.00
TOTAL				-400.00
9/11/2007	8083	KELLEY YOUNG	REFUND	
			01-7240-0-5001-3600-2200-809-9702	-257.25
TOTAL				-257.25
9/12/2007	8084	DEPT OF MOTOR VEHICLES	DMV FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/12/2007	8085	VOID	PRINTER ERROR	
TOTAL				0.00
9/12/2007	8086	DEPT OF MOTOR VEHICLES	DMV FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/12/2007	8087	DEPT OF MOTOR VEHICLES	DMV FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/12/2007	8088	DEPT OF MOTOR VEHICLES	DMV FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/12/2007	8089	DEPT OF MOTOR VEHICLES	DMV FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/12/2007	8090	DEPT OF MOTOR VEHICLES	DMV FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00

10/01/07

Tracy Unified School District
REVOLVING CASH FUND
 September 2007

Date	Num	Name	Memo	Paid Amount
9/12/2007	8091	DEPT OF MOTOR VEHICLES	DMV FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/12/2007	8092	DEPT OF MOTOR VEHICLES	DMV FEES	
			01-7230-0-1110-3600-5800-800-9702	-64.00
TOTAL				-64.00
9/12/2007	8093	CALIFORNIA HIGHWAY PATROL	VOID: FEES	
TOTAL				0.00
9/12/2007	8094	CALIFORNIA HIGHWAY PATROL	VOID: FEES	
TOTAL				0.00
9/12/2007	8095	CALIFORNIA HIGHWAY PATROL	VOID: FEES	
TOTAL				0.00
9/12/2007	8096	CALIFORNIA HIGHWAY PATROL	VOID: FEES	
TOTAL				0.00
9/12/2007	8097	CALIFORNIA HIGHWAY PATROL	VOID: FEES	
TOTAL				0.00
9/12/2007	8098	CALIFORNIA HIGHWAY PATROL	VOID: FEES	
TOTAL				0.00
9/12/2007	8099	CALIFORNIA HIGHWAY PATROL	VOID: FEES	
TOTAL				0.00
9/12/2007	8100	CALIFORNIA HIGHWAY PATROL	VOID: FEES	
TOTAL				0.00
9/12/2007	8101	US POSTMASTER	POSTAGE PO81446	
			11-6390-0-4150-2700-5900-560-2882	-246.00
TOTAL				-246.00

10/01/07

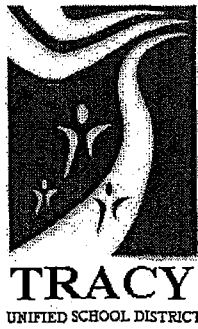
Tracy Unified School District
REVOLVING CASH FUND
 September 2007

Date	Num	Name	Memo	Paid Amount
9/12/2007	8102	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/12/2007	8103	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/12/2007	8104	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/12/2007	8105	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/12/2007	8106	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/12/2007	8107	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/12/2007	8108	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/12/2007	8109	CALIFORNIA HIGHWAY PATROL	FEES	
			01-7230-0-1110-3600-5800-800-9702	-57.00
TOTAL				-57.00
9/14/2007	8110	OLD WORLD TRAVEL	WRENN/DEC 9/ AIR FAIR	
			01-7090-0-1110-1000-5200-600-6104	-327.60
TOTAL				-327.60
9/20/2007	8111	SAN JOAQUIN A+	FRANCO/SEPT 26/CONF	
			01-0000-0-0000-7150-5200-800-1001	-50.00
			SHEILA HARRISON	-50.00
			LAURIE FRACOLLI	-50.00
TOTAL				-150.00

10/01/07

Tracy Unified School District
REVOLVING CASH FUND
 September 2007

Date	Num	Name	Memo	Paid Amount
9/21/2007	8112	SIAM CAFE	DINNER PO 80314	
			01-0000-0-0000-7110-4300-800-1101	-87.50
TOTAL				-87.50
9/24/2007	8113	PEPSI-COLA	FOOD PO 81170	
			13-5310-0-0000-3700-4710-800-9802	-990.00
TOTAL				-990.00
9/24/2007	8114	PEPSI-COLA	FOOD PO 81170	
			13-5310-0-0000-3700-4710-800-9802	-57.60
TOTAL				-57.60
9/24/2007	8115	LUNCH STOP CATERING	CONF SEPT 28	
			01-7395-0-1110-1000-5200-400-3604	-774.53
TOTAL				-774.53
9/25/2007	8116	CARMEN'S CASA NACHOS	DINNER	
			01-3010-0-1110-1000-4300-800-2767	-645.85
TOTAL				-645.85
9/25/2007	8117	CARINA M GRANDISON, PHD	FERNANDEZ PO 81356 1099 Y	
			01-6500-0-5750-1180-5800-800-2542	-950.00
TOTAL				-950.00
9/26/2007	8118	SAN JOAQUIN COUNTY	FILLING FEES	
			14-6205-0-0000-8500-6178-170-7228	-50.00
TOTAL				-50.00
9/26/2007	8119	OLD WORLD TRAVEL	BOWMAN/OCT 1/AIR FARE	
			01-6761-0-1110-1000-5200-600-6104	-285.80
TOTAL				-285.80
9/27/2007	8120	GEORGE W MCELROY	MILEAGE REIMB	
			01-6500-0-5750-1180-5800-800-2542	-802.62
TOTAL				-802.62
9/27/2007	8121	WEST VALLEY BOWL	BOWLING 10/12	
			01-2430-0-3550-1000-5800-510-2201	-180.00
TOTAL				-180.00



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

From: Dr. Casey Goodall, Assoc. Superintendent of Business Services

Date: October 3, 2007

Subject: Approve Accounts Payable Warrants (September, 2007)

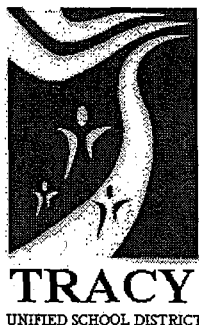
Background: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

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

Funding: N/A.

Recommendation: Approve Accounts Payable Warrants (September, 2007)

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: October 12, 2007
SUBJECT: **Approve Consultant Agreement with Donna Covey, Education Consultant and Administrative Coach, to Provide District Staff with an Overview of the Process for Opening a New High School, the Scope of Work and Timeline**

BACKGROUND: Construction of Kimball High School is scheduled to begin in January 2008 and the school will be opened for students in August 2009. Plans and specifications have been reviewed and approved by the Department of Education and the Division of the State Architect. TUSD has submitted the appropriate documentation to the Office of Public School Construction along with the Application for Apportionment and staff anticipates that the project will receive funding as part of the consent agenda at the January 2008 State Allocation Board meeting at which time construction will begin.

RATIONALE: District administration needs to begin planning for the opening and operations of Kimball High School which include such needs as: phasing in enrollment (opening with 9th and 10th graders), school boundaries, staffing, timelines for hiring, curriculum and course offerings, academies, ordering furniture, etc. In order to make sure that we have adequately addressed all aspects of opening a new high school, staff has determined that it would be beneficial to secure the advice and services of a consultant who has the knowledge and experience required for startup. Donna Covey is an Education Consultant and Administrator Coach, who has experience in opening Deer Valley High School, the 5th largest high school in the State, in 1996. She has extensive background in developing small learning communities in a large high school environment and opening a new high school. She will work with TUSD administration to develop plans and procedures for opening John C. Kimball High School.

FUNDING: Developer fees will cover the \$2,500 cost, which will include consulting time and materials.

RECOMMENDATION: **Approve Consultant Agreement with Donna Covey, Education Consultant and Administrative Coach, to Provide District Staff with an Overview of the Process for Opening a New High School, the Scope of Work and Timeline**

Prepared by: Denise Wakefield, Director of Facilities

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 Donna Covey, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: provide district staff with an overview of the process for opening a new High School, the scope of work & timeline
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of one (1) ~~HOURS~~ DAY(s) (circle one), under the terms of this agreement at the following location TUSD District Education Center
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 2,500 per ~~HOUR/DAY~~ FLAT RATE (circle one), not to exceed a total of \$ 2,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ~~SHALL~~; ☒ ~~SHALL~~ NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a ~~MONTHLY PROGRESS BASIS~~, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 1, ~~2008~~ ²⁰⁰⁷, and shall terminate on November 30, 2004-2007
5. This agreement may be terminated at any time during the term by either party upon ten day's written notice.
6. Contractor shall contact the District's designee, Denise Wakefield at (209) 830-3245 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.

**Proposal
Tracy Unified School District**

October 11, 2007

Services For: Tracy Unified School District
1875 W. Lowell Avenue
Tracy, California 95376
Attn: Denise Wakefield, Director of Facilities Planning

Length of service: One day

Contract date: To be determined

Purpose of one-day services:

- To provide district staff an overview of opening new school process
- To ask and answer questions about opening new school process
- To better understand scope of work to be completed within timeframe prior to opening

Outcomes:

- General timeline provided for opening new school
- Identification of committees to be formed
- Identification of services, personnel, and process required to open new school

Proposed outline for one-day services:

Meet with superintendent

- Discuss district needs
- Discuss outline for cabinet meeting

Meet with Cabinet

- Overview: Opening New Schools
- General timeline
- Essential Committees
- Specific timelines (Furniture ordering, athletic applications etc.)

Meet with individuals as needed:

- Cabinet members
- Board members
- Department heads
- Classified staff

Total charges for services rendered:

\$2,500

Donna Covey
DJ Covey, Education Consultant

850 West I Street, Benicia, CA, 94510, Phone & Fax: 707-746-6036
Email: Donna@djcovey.com

SUMMARY OF RELATED EXPERIENCE

Donna Covey is an independent Education Consultant working with schools, districts, and county offices providing administrator coaching, and consultation using a systems approach to schoolwide initiatives.

From 2000-2005 she was a Senior Research Associate and the Director of the Secondary Literacy Support Network (SLSN) at WestEd. Prior to joining WestEd she worked in the K-12 system as a high school and middle school principal, vice principal, and as a district supervisor of secondary education, and as a teacher and school counselor. In 1996, she opened the fifth largest high school facility in the state of California, Deer Valley High School in Antioch, California. She is an experienced keynote speaker and workshop presenter on topics that have included, empowered leadership, smaller learning communities, reading and literacy, school reform, crisis management, and communication.

ACADEMIC QUALIFICATIONS

M.S., Counseling, University of La Verne

B.A., Art: Design, San Jose State University

CREDENTIALS

Administrative Services Credential, Tier II, Saint Mary's College

Administrative Services Credential, Tier I, California State University, Hayward

Pupil Personnel Services Credential, University of La Verne

Standard Secondary Teaching Credential, Chapman University

PROFESSIONAL AFFILIATIONS

Association of California School Administrators (ACSA)

Certified Leadership Coach, University of California, Santa Cruz

EMPLOYMENT EXPERIENCE

Education Consultant (Currently) and Administrator Coach, DJ Covey, Education Consultant, contracts with schools, districts and county offices to provide leadership coaching for school principals, consulting and presentations on school leadership, smaller learning communities, and systems approach to implementing schoolwide initiatives including opening new schools

Senior Research Associate and Director of the Secondary Literacy Support Network (SLSN), (2000-2005) for the Comprehensive School Assistance Program at WestEd, Oakland, CA. Design and delivery of training for SLSN professional development series, lead planner for statewide Secondary Literacy Summit, external evaluator for HPSG and CSR process at WestEd. Administrative coach for WestEd's Yuma Project, designer and presenter for USDE's Smaller Learning Communities Literacy Institutes

Education Consultant (1999-2000) DJ Covey, Education Consultant, consultant/external evaluator for II/USP at WestEd, conducted program assessments, and provided administrative coaching, designed and delivered curriculum institutes

Private Sector Business Advisor (1998-1999), Worked with Fortune 500 companies and their management teams on communication and innovation in the workplace

Associate, Education for the Future Initiative (1997-1998), Worked with district and school-site teams on whole school change using school portfolios and data analysis

High School Principal (1994-1997), Deer Valley High School, Antioch, CA. Opened Deer Valley High School, the fifth largest high school facility in the state of California, with a decentralized concept of administration with four "houses" in which all high school students were in interdisciplinary teams. Recruited and hired all certificated and classified staff (approximately 120 employees) within a two-year period

Junior High School Principal (1988-1994), Antioch Junior High School, Antioch, CA. Converted one of the largest junior high schools (grades 7-9) in the SF Bay Area from a traditional, departmentalized junior high concept to an interdisciplinary, teamed, middle school operating on a 60/20 year-round school calendar.

Supervisor of Secondary Education (1986-1988), Antioch Unified School District, Antioch, CA. Coordinated K-12 curriculum revision and development committees. Supervised and revised district counseling and guidance programs, child, welfare, and attendance; secondary alternative education; and teacher mentor programs

Secondary School Vice-Principal (1985-1986), Antioch Unified School District, Antioch, CA Supervised discipline and attendance at the site; supervised district guidance program.

Guidance Counselor (1983-1985) Vallejo Unified School District, Vallejo, CA. Guidance counselor 7th, 8th, and 9th graders. Designed interface for guidance and discipline procedures. Coordinated school-wide Hart Bill Testing Program

Classroom Teacher (1973-1983), Vacaville Unified School District, Vacaville, CA. Taught junior high and high school art, social studies, English, and the Opportunity Program. Taught summer school elementary math and reading

OTHER RELATED K-12 AND PROFESSIONAL EXPERIENCE

Wrote Five-Year Statewide Leadership Coaching Plan for ACSA

Completed Training & Certified as Leadership Coach, UC Santa Cruz

Participated in Contract Negotiations, 11 years Antioch, CA

Completed ACSA Personnel Academy

Attended ACSA Personnel Institutes

Attended ACSA Negotiators Symposiums

Completed CFIER Professional Development Series

PUBLICATIONS, HONORS, AWARDS

Covey, D. (2004, April), Published article, "Becoming a Literacy Leader," *Leadership Magazine, Association of California School Administrators (ACSA)*

SELECTED PROFESSIONAL DEVELOPMENT PRESENTATIONS (2002-2005)

Covey, D. (2007, January), Presenter, LEAD Tier II Candidates Workshop – *Leading Change*, Pleasanton, CA

Covey, D. (2006, October), Presenter, ACSA's Master Schedule Workshops – *Master Scheduling 101, Advanced Master Scheduling*, SCOE, Fairfield, CA

Covey, D. (2005, January), Presenter, ACSA's Principal Academy - *The Principal and Empowered Leadership*, Dixon, CA

Covey, D. (2004, November) Presenter, ACSA's Annual Pre-Conference – *Challenging the System for a Comprehensive Reading and Literacy Approach*, San Diego, CA

Covey, D. (2004, August), Presenter, CTA Institute at UCLA – *Aiming High and Taking Center Stage* with School Wide Literacy, Los Angeles, CA

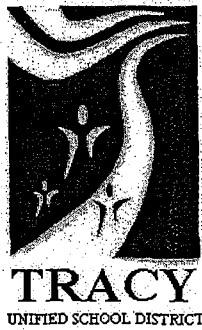
Covey, D. (2003, November, Presenter, California League of High Schools Conference (CLHS), *Shaking Up the System Through a Systematic Literacy Approach*, Monterey, CA

Covey, D. (2003, May), Presenter, Achieving Schools Conference - Window to No Child Left Behind, *Raising Student Achievement Through a Systematic Literacy Approach*, San Diego, CA

Covey, D. (2002, September), Keynote Speaker, Arizona Department of Education Reading Conference, *Shaking Up the System - A Comprehensive Literacy Approach*, Phoenix, AZ

Covey, D. (2002, September), Presenter, United States Department of Education (USDE), New Grantees Smaller Learning Communities Conference, *Shaking Up the System for a Comprehensive Literacy Approach*, Atlanta, GA

Covey, D. (2002, August), Presenter, United States Department of Education (USDE), Smaller Learning Communities Literacy Institute, *Shaking Up the System for a Comprehensive Literacy Approach*, San Francisco, CA



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: October 4, 2007
Subject: Ratify Contract with Theresa Fagundes - Speech, Language and Communication Center

BACKGROUND: A student with autism was recently assessed by a private speech therapist at parent request. Parents may request private assessments at public expense if they disagree with the school based assessments. It was agreed that the district and parent needed further information for educational planning of this student. Ratification is necessary due to completion of the assessment in September.

RATIONALE: A school district must provide designated instructional services in order for a child to benefit from their special education services. Parents have the right to request individual educational evaluations. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$ 90.00 per hour. Total contract expenses will not exceed \$1200 through October 1, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with Theresa Fagundes - Speech, Language and Communication Center

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 Theresa Fagundes of Fagundes Speech, Language and Communication Center hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **Assessment including formal standardized and informal measures as appropriate, observation and record review; data analysis; report writing and attendance at IEP meetings as needed. Travel time is included in the total cost.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **12 HOURS** under the terms of this agreement at the following location: the contractor's home office; student's home or other school site.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$90.00 per hour not to exceed a total of \$1200.00** 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 \$_____ for the term of this agreement.
 - c. District shall make payment on a **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2007, and shall terminate on June 30, 2008.
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.

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Miesha Jagundes, Owner
Consultant Signature (1)

Social Security Number (2)

09/13/07

Date

Speech-Language Pathologist
Title

620 E. Olive Turlock, CA
Address

95380

Tracy Unified School District

Date

Director of Special Education

Title

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

Account Number to be Charged

Dan E. Apple 9/24/07
Department/Date 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 C. Franco, Superintendent
From: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: October 3, 2007
Subject: Approve Contract with Psychology Learning and You (Cheryl Markowitz) for Autism Consultation and Training in the Preschools.

BACKGROUND: For over five years, the Board has approved a contract with Cheryl Markowitz to provide necessary consultation to special day class students and full inclusion students diagnosed with autism. TUSD is serving an increasing number of children with autism in our preschool programs. Last year Psychology, Learning and You provided invaluable services related to autism spectrum disorders for our preschool staff. The preschool staff would like to continue with these services for various children in their program.

RATIONALE: We do not have an autism specialist employed in the district, so we need to provide services through a contract arrangement. Cheryl Markowitz, and her employees providing the actual training, are certified special education teachers and have worked with numerous public and private agencies to provide autism consultation. The training provided by PLAY includes instructional and behavioral strategies for working with students diagnosed with autism. This supports Strategic Goal #2: Create Quality Learning Environments.

FUNDING: Expenses for this contract are \$90.00 per hour not to exceed \$10,000.00 for the year. Expenses for non-public agencies are budgeted in account # 01-6500-0-5770-1110-5800-800-2572.

RECOMMENDATION: Approve Contract with Psychology Learning and You (Cheryl Markowitz) for Autism Consultation and Training in the Preschools.

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 Cheryl Markowitz, P.L.A.Y., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide behavioral (autism) consultation and inservices regarding autism; aide training and monitoring; classroom modifications and accommodations attendance at staffings, for preschool children with autism.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (11) **HOURS per month**, under the terms of this agreement at the following location Hirsch and McKinley preschool sites only.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 90.00 per **HOUR**, not to exceed a total of \$ 10,000 . Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District: Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [X] **MONTHLY PROGRESS BASIS**, [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub); automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2007, and shall terminate on June 30, 2008.
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. Flynn (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

Tracy Unified School District

Date

Title

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

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 C. Franco, Superintendent
From: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: October 4, 2007
Subject: Ratify Agreement with Assistive Technology Research Clinics, Stanford University Medical Center for Special Contract Services

BACKGROUND: A student with autism and significant limitations in communication was assessed for augmented communication needs by the Stanford University Assistive Technology Research Clinics. The district does not have an employee qualified to provide this kind of assessment and the IEP team agreed that this assessment was necessary for the student. The contract must be ratified because the IEP previously agreed to this assessment and the assessment has already taken place.

RATIONALE: The district is legally required to provide specialized supports and services to a child in order to help that child benefit from their special education. At this time the district has no qualified employee in the area of augmented or augmentative communication. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: Contract expenses for the assessment will be billed at no more than \$750.00 for the complete assessment. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement with Assistive Technology Research Clinics, Stanford University Medical Center for Special Contract Services

Prepared by: Nancy E. Flynn, 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 Assistive Technology Research Clinics, Stanford University Medical Center hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide assessment for augmented communication / assistive technology needs.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (3) **HOURS per year**, under the terms of this agreement at the following Assistive Technology Research Clinics, Stanford University Medical Center.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 750.00 per **ASSESSMENT**, not to exceed a total of \$ 750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL**; [**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 [] **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 **July 1, 2007**, and shall terminate on **June 30, 2008**.
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:

Susan Hany
Consultant Signature (1)

Social Security Number (2)

6/24/07
Date

COO
Title

LPH
Address

725 Welch Rd * mail
2345 Yale St
Palo Alto, CA Palo Alto, CA
94306

Tracy Unified School District

Date

Title

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

Account Number to be Charged

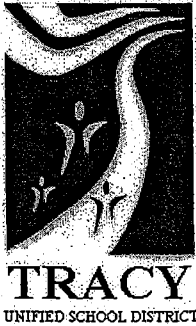
Nancy E. Hoppa 10/10/07
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: September 20, 2007
SUBJECT: Ratify Contract with Michelle Kirchner for Speech/Language Pathologist Services

BACKGROUND: Board ratification is requested to contract for Speech/Language Pathology Services for Special Education students. One of our Speech/Language Pathologists (S.L.P.'s), Melissa Syed, requested maternity leave from her full-time contract with Tracy Unified. The District was not able to fill this temporary vacancy with a substitute S. L. P. Michelle Kirchner is a former Tracy Unified S.L.P., who is now contracting privately with districts to provide speech services. She is available to fill this vacancy as a contracted service, three days per week through December. Ms. Syed will likely return in January. We are requesting ratification, as the student's IEPs need to be implemented immediately.

RATIONALE: Districts must offer a continuum of services, including Language/Speech and Hearing services, 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 \$75.00 per hour, for three days per week, at a total of 21 hours per week, 14 weeks duration. The total will not exceed \$22,050.00. Expenses are budgeted in account # 01-6500-0-5770-1110-1100-809-2542

RECOMMENDATION: Ratify Contract with Michelle Kirchner for Speech/Language Pathologist Services

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 **Michelle Kirchner, S.L.P.**, 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: **Speech and language therapy, assessment including formal standardized and informal measures as appropriate, report and IEP writing and attendance at IEP meetings as needed.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for **seven hours per day, three days per week for 14 weeks through December 21, 2007, under the terms of this agreement at the following location: Hirsch Elementary or other school site.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$75.00 per hour not to exceed a total of \$22,050.00** 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 \$_____ for the term of this agreement.
 - c. District shall make payment monthly, within thirty (30) working days from Contractor's presentation of a detailed invoice.
4. The terms of the agreement shall commence on **September 10, 2007**, and shall terminate on **December 21, 2007**.
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

Tracy Unified School District

Date

Nancy E. Hopple, Director of Special Education,
Title

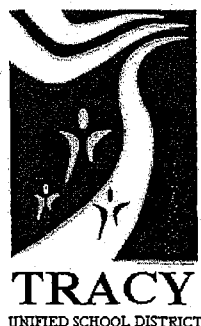
Account Number to be Charged
Nancy E. Hopple 10/14/07
Department/Site Approval

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: *SH* Dr. Shelia Harrison, Assistant Superintendent of Educational Services
DATE: October 13, 2007
SUBJECT: Approve Overnight Travel for Tracy High School Choir Delegates to attend 2008 Beijing Choral Salute with Anna Hamre in Beijing, China from March 14-23, 2008

BACKGROUND: The director, Matt Netto, of the Tracy High School Choir was invited to bring his group to sing at the Olympic Pre-Festivals. The tour is a 10 day event combining performances and musical cultural activities. This is a prestigious honor. The students will travel by bus and plane both to and within China. The choir will be accompanied by one advisor, Matt Netto, two staff chaperones, Jason Noll and Evelyn Anastasio, and three parent chaperones totaling a group of sixty three people on the trip.

RATIONALE: It is the goal of the Tracy High Performing Arts Magnet to provide students with increased performance opportunities. Our students are uniquely qualified to participate and it exemplifies musical excellence on a nationwide level of recognition. This activity aligns with Strategic Goal # 4, Developing the Whole Student and Strategic Goal #5, Citizenship.

FUNDING: The expense is approximately \$2,820.00 for each person on the trip. Money will be paid by the ASB Choir account, through parent and chaperone deposits. The advisor's expenses will be split between the ASB Choir account and the THS Performing Arts Magnet (subs only) and will be approximately \$1,500.00.

RECOMMENDATION: Approve Overnight Travel for Tracy High School Choir Delegates to attend 2008 Beijing Choral Salute with Anna Hamre in Beijing, China from March 14-23, 2008.

PREPARED BY: Mr. Pat Anastasio, Principal, Tracy High School



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: October 4, 2007
Subject: Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation

BACKGROUND: Special Education students may require consultation services from an Autism Specialist as part of their Individual Education Plan. Many of our special education students currently have autism consultation written into their IEPs. There continues to be an increase in identified students with autism in the district and statewide. For the 2007-2008 school year we need 144 hours per month of consultation for 12 months, or 1728 total hours per year. The Board has approved contracts with Cheryl Markowitz to provide these services for several years, and the contract is needed again this year. The Board needs to ratify the contract to provide necessary consultation and assessments to special day class and full inclusion students diagnosed with autism. Ratification is necessary due to the fact that several IEP's were being revised in July and August.

RATIONALE: We do not have an autism specialist employed in the district, so we need to provide services through a contract arrangement. Cheryl Markowitz is a certified special education teacher, and has worked with numerous public and private agencies to provide autism consultation. She and her agents will provide analyses of behavior, and consult with teachers regarding behavior management, curriculum and instruction. Cheryl and her agents will also assist the IEP teams in the development of appropriate goals and objectives. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$90.00 per hour. Total contract expenses will not exceed a total of \$155,520.00 through June 30, 2008. Funding for Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

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

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 Cheryl Markowitz, P.L.A.Y., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide consultation for students diagnosed with autism at all grade levels. Consultation will include recommendations for placement, teaching strategies and social skills training, picture exchange communication system training, behavior management communication strategies, assessments, material preparation and participations at IEP's and other meetings.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (1728) **HOURS** per year (average of 144 hours per month), under the terms of this agreement at the following location any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 90.00 per **HOURLY**, not to exceed a total of \$ 155,520. 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 July 1, 2007, and shall terminate on June 30, 2008.
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. Flynn (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

Tracy Unified School District

Date

Title

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

Account Number to be Charged

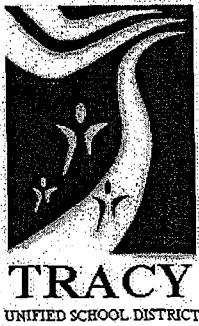
Department/Site Approval

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: *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: *A* October 10, 2007
SUBJECT: Ratify Contract with The Speech Pathology Group, Inc.

BACKGROUND: Tracy Unified has one unfilled FTE vacancy for a Speech, Language Pathologist (SLP.) Further, one of our full time SLP's is currently on maternity leave, with no sub-coverage. Despite aggressive advertising, we have been unable to fill these positions. The Speech Pathology Group, Inc. is a Nonpublic Agency who contracts with districts for speech and language services. The Board contracted with this agency in the 2005-06 year to provide speech services. They have appropriately licensed and credentialed staff available to cover the maternity leave and provide needed services to fill in for the vacant position. Ratification is necessary due to the fact that The Speech Pathology Group staff became available unexpectedly a week after the maternity leave began, and student's IEPs needed to be covered.

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 is \$60.00 to \$75.00 per hour, depending on the licensing of the SLP and SLP Assistant. Contract expenses will not exceed \$64,680.00 for full time speech therapy coverage through the end of this school year (May 30 of 2008). 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 Joint Unified School District
AND
THE SPEECH PATHOLOGY GROUP, INC.**

THIS AGREEMENT is effective October 4, 2007 by and between the Tracy Joint 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 October 4, 2007. 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.

School District Contract Revised 7-07

- 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 Joint 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 Joint Unified School District
Address: 1875 West Lowell Avenue
City: Tracy St: CA Zip: 95376

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

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.

School District Contract Revised 7-07

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

CONTRACTOR

Print name of person signing

Title



Susan Stark, Director

Signature

Date

10/11/07

Date

Department approval:
Doreen L. Hopple 10/3/07
Director of Special Education

2007/08 School Year
Tracy Joint Unified School District
Addendum A

EMPLOYEE SUMMARY:

Employee Name: Darlene Swirsky, SLPA
School Site: McKinley Elementary, S. W. Park Elementary, Delta Island Elementary
Day(s) approved: 5 days/wk
Hours per/wk: 35 hrs/wk
Start Date: October 4, 2007
End Date: June, 2008
Hourly Rate: \$60.00
Caseload:

Employee Name: Barbara Taylor, CCC-SLP
School Site: *SLPA Supervision
Hours per/mo: 28 hrs/mo
Start Date: October 4, 2007
End Date: November 30, 2007
Hourly Rate: \$75.00
Caseload:

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.

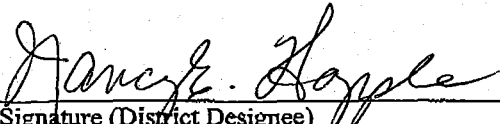
*District SLP, Vivian Amador, to be primary supervisor of SLPA (Darlene) upon return of district SLP from maternity leave.



Susan Stark, Director

10/1/07

Date



Signature (District Designee)

10/10/07

Date

School District Contract Revised 7-07



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 8, 2007
SUBJECT: Approve Overnight Travel For Nisla Fonseca And Victoria Geibig To Attend The IB Teacher Training Workshop Spanish B, Sponsored by IBNA, New York, Thursday, February 21, 2008 Through Sunday, February 24, 2008.

BACKGROUND: The International Baccalaureate program teachers need a program-sponsored workshop to ensure a strong teaching staff that is trained in all aspects of IB.

RATIONALE: Victoria Geibig is teaching Spanish 3 IB for the first time, and Nisla Fonseca is teaching Spanish 3 IB and Spanish 4 IB. Neither has had training from International Baccalaureate, which is required to teach these courses to prepare students for the IB Spanish exam. We generally have 20-30 students eligible to take the IB Spanish exam each year. This meets the following Strategic Goals: **Quality Curriculum** -- providing a relevant and meaningful curriculum that enables students to meet high standards. The curriculum will include systematic assessment and accountability and **Educational Leadership** -- developing powerful educational leaders.

FUNDING: The IB Grant will fund this conference. The cost breakdown is as follows: Registration, \$1050.00; Lodging \$2192.00; Air Fare \$2000.00 (approximately); Mileage \$58.20; Meals \$416.00; Substitutes \$600.00; Airport Parking and Shuttles \$500.00 (approximately). The total expenses shall not exceed \$6816.20.

RECOMMENDATION: Approve Overnight Travel For Nisla Fonseca And Victoria Geibig To Attend The IB Teacher Training Workshop Spanish B, Sponsored by IBNA, New York, Thursday, February 21, 2008 Through Sunday, February 24, 2008.

Prepared by: Pat Anastasio, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent for Educational Services
DATE: October 17, 2007
SUBJECT: Approve 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 \$3.75/test.

RATIONALE: Williams School is requesting approval of the contract for Caballo Online Scoring Systems to complete the CELDT scoring for the 283 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.

FUNDING: \$ 1,061.25 from Williams School's EIA funds

RECOMMENDATION: Approve 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 283 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 \$ 3.75/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 24., 2007. and shall terminate on November 15, 2007.
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.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: October 23, 2007
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Gill, Khushwinder

BACKGROUND:

Farley, Kathy

BACKGROUND:

Arellano, Arlene

Burger, Jennifer

Elliott, Roxanne

MANAGEMENT

A.P. K-8 YRE (Replacement)
North School
Class 42, Step B \$79,075
Funding: General Fund

CERTIFICATED

Science (Replacement)
Freiler
Class VI, Step 11 \$66,297
Funding: General Fund

CLASSIFIED

Bus Driver/Custodian/Groundskeeper (Replacement)
Maintenance & Transportation
8 hours per day
Range 36, Step D - \$19.04 per hour
Funding: Transportation-Special Ed 50%;
General Fund 25%; Ongoing & Major
Maintenance 25 %

Food Service Worker (Replacement)
Central Elementary School
2.5 hours per day
Range 22, Step A - \$11.95 per hour
Funding: Child Nutrition-School Program

Food Service Worker (Replacement)
West High School
6 hours per day
Range 22, Step E - \$14.37 per hour
Funding: Child Nutrition-School Program

Imada, Mia

I.E.P. Para Educator I (Replacement)

George Kelly School

6.5 hours per day

Range 24, Step A - \$12.51 per hour

Funding: Special Ed IDEA Grant

Rivera, Roman

Bus Driver (Replacement)

Transportation

8 hours per day

Range 36, Step B - \$17.32 per hour

Funding: Transportation-Special Ed

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: October 23, 2007
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT RESIGNATION

NAME/TITLE

SITE

EFFECTIVE DATE

REASON

Gill, Khushwinder
Science

Freiler

10/1/2007

To Accept
A.P. K-8 YRE at
North Elementary

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE

SITE

EFFECTIVE DATE

REASON

LaFrate, Patricia
7th Core

North

10/29/2007

Relocating

BACKGROUND:

CLASSIFIED RESIGNATIONS

NAME/TITLE

SITE

EFFECTIVE DATE

REASON

Arellano, Arlene
School Security Person

WHS

10/20/2007

To Accept Bus Driver/
Custodian/Groundskeeper
Position

Elliott, Roxanne
Food Service Worker

WHS

10/08/2007

To Accept 6 hour per day
Food Service Worker
Position

Miles, Donna I.E.P. Para Educator I	Kelly	10/05/2007	Personal
Przybyla, Laura Clerk Typist I	Villalovoz	10/12/2007	Personal
Saint Elkins, Wendy I.E.P. Para Educator I	WHS	10/04/2007	Personal
Torres, Ramon Custodian I	Jacobson	10/04/2007	None Given

BACKGROUND:

CONFIDENTIAL/MANAGEMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Rivera, Christina Personnel Technician For Certificated Employees	HR/DEC	10/05/2007	Personal
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RECOMMENDATION: Accept the Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employees

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: October 12, 2007
SUBJECT: Approve City of Tracy Mitigation Fees and Infrastructure Costs for Kimball High School Project on Lammers Road

BACKGROUND: Construction of Kimball High School is scheduled to begin in January 2008 and the school will be opened for students in August 2009. Over the past several years TUSD and the City of Tracy Plans have been negotiating the impact fees to connect to existing and future infrastructure necessary to support the site. It has been anticipated that the developer of the Tracy Gateway Business Park will be constructing major portions of the infrastructure that will serve the Kimball High School project. TUSD anticipates that the project will receive State School Facilities Program funding as part of the consent agenda at the January 2008 State Allocation Board meeting at which time construction will begin.

RATIONALE: Our engineering consultants have reviewed the various estimates of the infrastructure costs as determined by a number of technical studies done for both Kimball High School and the Gateway Project. Consultants have established what TUSD's fair share contribution is to the overall infrastructure which will either be constructed by Gateway and/or provided by the City of Tracy. At this time both TUSD's consultants and City of Tracy's staff are in agreement with the attached Impact Fees and Fair Share Costs of Infrastructure Improvements necessary to construct the Kimball High School project. However it should be noted, that in the event that Gateway does not move forward with the infrastructure, TUSD will also assume the cost of any temporary improvements, until such time as the permanent infrastructure is constructed by Gateway.

FUNDING: Funding for impact fees and fair share costs in the amount of \$6,577,093 will come from a combination of Developer Fees and State School Building Program grants.

RECOMMENDATION: Approve City of Tracy Mitigation Fees and Infrastructure Costs for Kimball High School Project on Lammers Road

Prepared by: Denise Wakefield, Director of Facilities



CITY OF TRACY

Department of Development and Engineering Services

333 Civic Center Plaza
Tracy, CA 95376

Telephone: (209) 831-6400
Fax: (209) 831-6439

October 1, 2007

Ms. Denise Wakefield
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

RE: TRACY GATEWAY BUSINESS PARK – PHASE 1, TRACT 3659
KIMBALL HIGH SCHOOL IMPACT FEES

Dear Ms. Wakefield:

As requested by the Tracy Unified School District, I have enclosed the mitigation fees and infrastructure costs that must be paid to the City of Tracy prior to the start of construction of the Kimball High School project on Lammers Road. The amounts of the fees and the cost of the new infrastructure are based upon a number of technical studies that have been completed over the past years to mitigate impacts of the proposed school. These fees and costs are based upon the estimated construction cost of various projects required for mitigation of the school's impacts.

While calculating the infrastructure costs and fees, it was assumed that all off site infrastructure improvements including impacted water, waste water and roadways projects will be constructed by other developers and the School District will pay their fair share of the construction costs.

As discussed at several meetings with TUSD staff, please note that all fees must be paid prior to start of construction.

Sincerely,

ANDREW MALIK
Development & Engineering Services Director

Enclosure:

cc: Kuldeep Sharma, City Engineer
Criseldo Mina, Senior Civil Engineer
Development File

City of Tracy
Impact fees and Fair Share Costs of Infrastructure Improvements
Kimball High School, Lammers Road Near 11th Street

1. Potable Water Facilities	
Water Treatment Plant Expansion	\$ 663,007
Reservoirs, Pump Stations, Transmission, Wells	\$ 1,433,272
Land Required for Reservoir and Pump Station	\$ 12,000
Master Plan Update	\$ 25,000
Sub-total	\$ 2,133,279
2. Non-Potable Water Facility	
	\$ 175,990
3. Storm Drain Facilities	
	\$ 418,137
4. Sewer Facilities	
Sewer Extension to Hansen Station	\$ 161,166
Hansen System Retroactive Construction	\$ 220,281
Hansen Lift Station Upgarde	\$ 50,442
Hansen Lift Station Force Main	\$ 110,000
Tracy Blvd./ Larch Rd. Lift Station	\$ 149,336
Wastewater Treatment Plant	\$ 1,133,009
Sub-total	\$ 1,824,234
5. Roadway Improvements	
Lammers Frontage Road	\$ 1,017,893
North Access Road/Lammers Traffic Signal	\$ 101,402
11th Street/Corral Hollow Road Improvements	\$ 60,178
11th Street/Corral Hollow Traffic Signal	\$ 13,037
Lammers/Shulte Road Improvements	\$ 470,794
Lammers/Shulte Traffic Signal	\$ 362,149
Sub-total	\$ 2,025,453
TOTAL DUE TO CITY OF TRACY	\$ 6,577,093



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: October 12, 2007
SUBJECT: Approve Agreement for Demographic Consulting Services with Davis Demographics and Planning, Inc.

BACKGROUND: The facilities department has historically utilized geographic software to map students residing within the District for purposes of projecting enrollment and determining school boundaries. Generally, school boundaries are adjusted when new schools are opened, but they can also be adjusted to better utilize existing capacity when enrollment fluctuates and/or the District determines the need to change multi-track year round to or from traditional scheduling. Demographic software can also be used to assist transportation with busing routes as well as identify areas of the community that reflect various demographic components like socio-economics, areas of high/low student performance, limited English language as well as other identifiable elements which can be used balance a school's student populations.

RATIONALE: Kimball High School is planned to be opened for students in August 2009. A number of companies have developed enhanced versions of geographic software and a number of consultants have become available that specialize in enrollment projections and have extensive experience in compiling attendance boundary options.

Staff requested qualifications from several firms, who provide consulting and demographic software for use in developing enrollment projections and boundary planning. After reviewing the submittals, we interviewed the most experience firm that responded to our request. At this time we are recommending that we hire Davis Demographics & Planning, Inc. to prepare the enrollment projections for 2008/09 and assist the District in developing the boundaries for Kimball High School.

FUNDING: Funds for the \$32,220 cost for data preparation and enrollment projects, as well as the boundary consulting estimated not to exceed \$10,000.00 will be funded by developer fees.

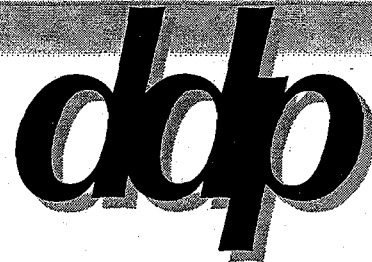
RECOMMENDATION: Approve Agreement for Demographic Consulting Services with Davis Demographics and Planning, Inc.

Prepared by: Denise Wakefield, Director of Facilities

Proposal For Demographic Consulting Services

GIS Data Preparation
Student Projections
Attendance Boundary Planning

October 8, 2007



Submitted to:



Tracy
Unified School District



Davis Demographics & Planning, Inc.
Educational Facility Planning – Demographic Research – GIS Mapping

October 8, 2007

Ms. Denise Wakefield
Director of Facilities
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Dear Ms. Wakefield:

Thank you for the opportunity to meet last week and discuss the District's needs as it prepares to open its newest high school in 2009. Davis Demographics & Planning (DDP) is pleased to have the potential opportunity to assist the District with demographic data needs as well as facilitating and supporting your boundary planning process.

Based upon our discussions, we have prepared the following proposal. The proposal is broken into two parts. The first part covers all of the necessary time to prepare data and calculate student projections. You will notice that this is a not-to-exceed amount. This section of preparing the data should be started as soon as possible in order to meet the intended timelines of having data completed shortly after the first of the year.

The second portion includes time and materials for tasks associated with the boundary planning process. There are no fixed costs here; we have left the overall costs of this portion open since the scope of work is not as defined at this point in time. The district can control these costs more directly by estimating the degree of assistance needed with those particular tasks. We will only charge for the meetings and tasks needed to complete the work.

I hope that we have adequately demonstrated to you the level of personal experience and technical expertise in demographics and boundary planning that our firm can bring to the Tracy Unified School District. We would be pleased to provide this expertise to your district. Thank you again for your consideration.

Sincerely,

Greg Davis
President

SCOPE OF WORK & FEE SCHEDULE

Davis Demographics & Planning has outlined the following scope of work based upon the data development and student projections necessary to create a functional geographic information system. DDP can then further assist Tracy USD in the boundary realignment process that will be needed in opening the new high school, either on a consulting services basis, or, the data and projections can be optionally provided to the District along with software and training for map production, boundary planning studies, and many other planning tasks. This proposal is essentially divided into sections outlining the set-up of the necessary GIS data and development of student projections, and finally the estimated fees for tasks associated with assistance to staff and the boundary planning committee.

GIS Data Preparation and Enrollment Forecasting Tasks

- **Base Street Map**

Acquire the most up-to-date Computer Base Street Mapping of the Tracy USD area. Base street map data will be obtained from the San Joaquin County GIS Department and/or commercial vendors. The most current street base mapping is the starting point for accurate planning and becomes the basis for referencing all existing demographic data, facilities, boundaries, and future development.

- **Study Areas Creation**

Study Areas, or planning areas, become the basis for categorizing all demographics and historical data about the District. DDP estimates that approximately 200 Study Areas will need to be developed (based upon approximately 75-100 K-12 students per area). Study Areas are the smallest unit of area for which student projections by residence can be developed for the District. Study Areas are also the "building blocks" of attendance areas and can be used by the District to help determine new attendance boundaries and assist in the siting of new school locations, or in determining school sites potentially to be closed. Study Areas are coded for existing elementary, middle and high school codes. Projections by Study Area allow for locating areas of student population growth or decline within the District for school site studies. Study Areas will be coded to incorporate existing school attendance boundaries that will be provided in map form by the district.

- **Geocoding – Existing Student File**

Existing student locations become the basis for projecting future enrollment. Along with other demographic & housing data, additional information and statistics are derived from the student data, which is instrumental in the projection process. DDP will obtain student data from the District (est. 17,300 K-12 students) and geocode (address-match, locate along a street network) those student residences. Residence addresses are used in an attempt to avoid P.O. Boxes. The higher the match rate, the more accurate the planning tasks will be. DDP strives for and obtains match rates of over 99% of all students (excluding P.O. Boxes and Out of District students). DDP will geocode up to four years of acceptable student data files (from Tracy JUSD, as well as all K-8 feeders) to obtain historical data trends by area within the District.

- **School Locations**

DDP will locate all of the District's approximately (23) K-12 school facilities. District staff will provide classroom counts and capacity information for each school facility. Existing school locations are used in the boundary planning process.

- **Residential Development**

The District will supply information regarding any known residential projects either planned or under construction such as the location within the District, number and type of proposed units along with an estimated construction timetable for each project. DDP will enter the project data along with student generation factors supplied by the District for use in the student forecasting process.

- **Student Projections**

DDP will develop residence-based forecasts by study area, by attendance zone and as a District-wide projection. Projections will extend up to ten years and will take into consideration area birth trends, new residential development and historical student data. A brief summary projection report outlining the factors used as well as the results will be included. The data from the projections will be used in the boundary realignment process by DDP through additional consulting services as indicated below.

- **Additional Consulting Work on an "As-Needed" basis**

Consulting work to assist in Boundary Committee facilitation. Once the data and projections are completed, DDP is available on a Time-and-Materials basis.

COSTS – GIS Data Preparation/Student Projections

PLEASE NOTE: The following breakdown in costs assumes a reasonably accurate GIS street centerline file from the San Joaquin County GIS Department, and complete, accurate student data files from the School District. Please note that DDP has NOT examined the County's GIS street dataset (but it has proved reliable to us in other projects). If there are significant problems with either the street data or the student data, DDP will notify the District as quickly as possible to determine a course of action and discuss alternative resolutions.

1. **Base Street Map Acquisition (plus Street Updates, Additions, Corrections)**
 Street loading and preparation by DDP \$300
 Street Updates (additions, corrections, verification) Estimate 15 hours x \$140 /hour = \$2,100
2. **Study Areas Creation**
 Estimate 40 hours x \$140/hour = \$5,600
3. **Placement of School Locations**
 Placement of estimated (23) K-12 sites: Estimate 3 hours x \$140/hour = \$420
4. **Geocoding: Student File Address-Match**
 Fall 2007 file estimate 17,300 students: 40 hours x \$140/hour \$5,600
 Four additional student files (Fall 2004 – Fall 2006): 20 hours X \$140/hour (X 3) \$8,400
5. **Residential Development**
 DDP will work with District staff to input data that the district is already maintaining.
 Entry of District-supplied development and student yield information
 20 hours X \$140/hour \$2,800
6. **Student Projections**
 Resident student forecasts by study area, attendance areas and District-wide (up to 10 years)
 30 hours X \$140/hour \$4,200
7. **Meetings with District Staff**
 Two (2) meetings with district staff to discuss Projections results are anticipated.
 Per meeting cost is \$1,400 (x 2 meetings) \$2,800

NOT-TO-EXCEED GIS DATA/FORECAST PREPARATION..... \$32,220

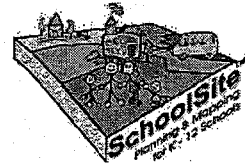
BOUNDARY REALIGNMENT CONSULTING SERVICES

Upon Completion of the initial GIS Data/Student Projection Preparation (Items 1-7 above), DDP is able to provide additional services, including committee facilitation, community meetings, boundary planning, mapping and reporting. We have outlined here the cost for certain tasks and work hours in support of the District's planning committee work. The District is free to choose at its discretion the type and amount of consulting services, including less than, or more than, what is outlined in Items 8 through 10.

8. **Meetings with District Staff**
 On-site meetings and/or presentations with district staff, committee or Board of Trustees.
 The per meeting cost is for 2 to 7 hours of meeting time including travel and overnight expenses, if necessary. Per meeting fixed cost: \$1,400
9. **Consulting through Internet Meeting/Conference Calling**
 DDP can provide consulting services and boundary planning sessions through the Internet using screen-sharing technology and conference calling. This allows for interaction with staff to review options without the need for specific on-site meetings. Any time involved will be invoiced at our normal hourly fee and may require a few additional hours afterward to follow-up with any requests from these meetings. Any possible additional time will be discussed at the end of the conference call.
 Per hour fee: \$140
10. **Boundary Scenario Development**
 Each request to develop an alternate set of school attendance boundaries for elementary or middle schools involves time for analysis, map generation and presentation of statistics requested of staff or the committee. In order to place a cost associated with these tasks for District budgeting purposes, DDP will charge a fixed-fee for each requested scenario. This fee includes the development of presentation maps and statistics for use by the staff and/or committee. Please understand that one scenario may lead to one or more additional scenarios all of which will require potential map preparation and/or data presentation. Typically, we have found that most Districts' will develop approximately 5-10 scenarios during the committee process; however, this can be more or less. Per scenario fixed fee: \$475

Optional GIS Software

DDP's SchoolSite software is offered as a separate cost. SchoolSite is the very software that DDP uses to create Student Projections and to create new Attendance Boundary Plans. SchoolSite can also be licensed by the District for the costs listed below. *(The GIS data prepared in Items 1-6 would then be turned over to district staff at no additional charge).*



There are 2 versions of SchoolSite:

1) SchoolSite Redistricting

Attendance boundary planning, mapping, and student demographic reporting

\$3,995 (+tax & shipping) First year cost

\$1,100 annual fee thereafter

3 days training recommended

2) SchoolSite Planning Suite

All the features of SchoolSite Redistricting, PLUS

Comprehensive student forecasting capabilities,

(linked to the Redistricting tools, enabling attendance boundary realignment using projected student counts)

\$9,995 (+tax & shipping) First year cost

\$2,250 annual fee thereafter

5 days training recommended

Training is \$400 per person/per day at DDP. Training at District is \$1,950 per day for up to 3 people. Please contact our office for further details regarding the licensing of our Schoolsite software.

PROPOSAL NOTES:

DDP's current compensation rate is \$140.00 per hour. In proposal sections indicated as 'not-to-exceed', the tasks outlined and their costs are for estimate purposes only within the total scope of the 'not-to-exceed' portion of the proposal—task fees are not individual maximum fees—DDP retains the right to shift fees between the tasks in order to complete the overall scope of work outlined in the proposal. Any additional services or meetings not specifically outlined in this proposal shall be invoiced on a time-and-materials basis at the current hourly rate. Unless otherwise indicated in the proposal as a per-meeting fee, travel costs shall include reimbursable airfare and a \$225 per diem that covers all other travel expenses (hotel, car and meals). Reimbursable data fees may include a 15% administrative charge.

PLANNING DATA REQUIREMENTS

Tracy Unified School District

10/08/2007

Student Enrollment Information:

- ☒ Most recent computer data file of all K-12 students (including feeder Elementary Districts) for multiple additional years (2004 through 2007 on or about October CBEDS report period). Data file(s) shall include, at a minimum, the following data items:

Student Last Name
Student First Name
Student ID Number
Residence Address (ie. no P.O. Box mailing addresses)
City
Zip Code
Grade Level
Ethnic Code
Special Education Identifier or Code
School of Enrollment Code or Name
Inter and/or intra-district transfer Identifier(s) or Code (if available)
Other data fields the District may wish to make available for future queries or analysis... (i.e. YRE track, guardian names, language proficiency, etc.)

The student data file shall be in an ASCII text file in tab-delimited, comma-delimited or fixed record length format. Data shall be delivered (preferably) on a CD-ROM or files may also be sent as attachments to email (compress, if necessary into *.zip format) at the following address- info@davisdemographics.com. In the email subject line, please put 'STUDENT DATA FILE' along with the actual date representative of the student data file. Or better still, the data may be securely uploaded to DDP's ftp site for retrieval by DDP staff. Please contact DDP for specific instructions regarding the ftp upload option.

Please provide a record layout summary (i.e. the order in each record of the data fields/items given to us including definition such as field width and numeric or alpha data) on a separate sheet of paper or electronic document. Other formats may be accommodated; contact DDP.

Attendance Area Information:

- ☒ Map illustrating the District boundary and existing attendance area boundaries.
☐ If the District has been divided into Study Areas (i.e. planning areas, grids, etc.), in the past, please enclose a map illustrating these boundaries.
☒ List of school ID number codes that the District uses in the student data file.

School Information:

- ☒ Location (address) of each facility in the District.
☒ Existing, maximum and desired long-term design capacity of each existing facility (# of permanent and portable classrooms)
☒ Board policy on maximum design capacity limits for future schools (if any).
☐ Minimum enrollment threshold for opening new school sites (if any).
☒ Grades currently served by each school.
☒ District policy on student walk distances to school.

Development Information:

- ☒ All information the District has available in report or map form regarding proposed development projects (this will be returned at the request of the District). DDP can research this information, if not available through the District, at additional cost.
Specific information that DDP requires:
Tract maps or other vicinity-type maps locating each project.
Developer name and contact information.
Project name (if known).
Type of proposed dwelling units (i.e. single-family detached, condo, apartments, etc.)
Number of proposed units
Completion and move-in phasing and/or scheduling
- ☒ Any student generation factors TUSD has previously used (incl. Developer Fee Justification Reports).
☒ Copies of the most recent enrollment projection or any planning-related reports prepared by/for the District.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 18, 2006
SUBJECT: Approve Schematic Design of the West High School Theater and Authorize Rainforth Grau Architects to Move Forward with Construction Documents

BACKGROUND: On February 13, 2007, the Board approved a contract with Rainforth Grau Architects to plan and design a new Theater on the West High School campus. On August 21, September 6, September 19, and on October 3, 2007, subsequent meetings were held with the architects and representatives from West High School staff, Tracy High School staff, and members of the Superintendent's Facilities Committee to determine the schematic design and layout of the building interiors. Rainforth Grau Architects has worked diligently through various iterations on the design of the exterior of the building and prepared renderings that contain design elements that both complement the West High School campus and insure that the building has a performing arts presence. Topographical and geotechnical engineering are underway to provide the project architects and engineers with the necessary elements for the design of the foundation and the appropriate grading and excavation.

RATIONALE: Upon review and approval of the schematic design of the building interior and artistic renderings of the building exterior, Rainforth Grau will move forward with the creation of the construction drawings in order to keep the project on schedule to meet the timeline mandated to compete for funds from the State School Building Program.

FUNDING: Local Bonds and State School Building Program.

RECOMMENDATION: Approve Schematic Design of the West High School Theater and Authorize Rainforth Grau Architects to Move Forward with Construction Documents.

Prepared by: Bonny Carter, Facilities Planner.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: May 11, 2007
SUBJECT: Approve Board Policy 5116 School Attendance Boundaries (First Reading)

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 3511 includes 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: Approve Board Policy 5116 School Attendance Boundaries (First Reading)

SCHOOL ATTENDANCE BOUNDARIES

The Governing Board shall establish school district boundaries in order to maximize the efficient use of district facilities and effective administration of district schools. The Superintendent or designee shall periodically regularly review school attendance boundaries, taking into account school capacities and enrollment data, geographic features, student safety and transportation, racial and ethnic balance, educational programs such as magnet schools, and community input, and, as necessary, make recommendations to the Board for boundary adjustments.

When reviewing school attendance boundaries, the Superintendent or designee shall consider the following factors:

1. School enrollment data, including declining enrollment patterns
2. Facility capacity and design, including potential commercial and residential developments
3. School feeder patterns, including maintaining, the extent practicable, continuity of student attendance
4. Federal, state, or court mandates
5. Community input
6. Student safety
7. Transportation capacity
8. Community and neighborhood identity
9. Geographic features of the district, including traffic patterns
10. Educational programs, such as magnet schools and charter schools
11. Consistency between municipal boundaries and high school boundaries
12. Demographic balance

Students shall typically attend the school within the attendance area in which they legally reside. Reasonable requests to transfer from one attendance area to another will be given consideration on an individual basis in accordance with the criteria contained in the District's inter/intradistrict policy and administrative regulation.

Requests for attendance outside of the home attendance area shall be submitted in writing to the Director of Student Services.

Students

BP 5116(a)

Transportation will be provided for students attending on an intradistrict attendance agreement when the District administration initiates the transfer. However, when the parents initiate the request, they will be expected to provide their own transportation. This does not apply to students placements K-5 for programmatic reasons; e.g., GATE/High Achievers, LEP, Magnet Programs, and Special Education.

The District will assure a classroom space for all students; however, the District may move students to other schools due to overcrowding and to balance class sizes for ethnicity purposes.

Legal Reference:

EDUCATION CODE:

35160 Authority of governing boards
35160.1 Broad authority of school districts
35160.5 District policies; rules and regulations
35291 Rules
35350 Transportation of students
35351 Assignment of students to schools
~~29 Ops. Atty. Gen. 63~~

GOVERNMENT CODE

53311-53317.5 Establishment of community facilities district
~~53312.7 Establishment of community facilities district; goals and policies~~

CALIFORNIA CONSTITUTION

Article I, Section 31 Discrimination based on race, sex, color ethnicity

COURT DECISIONS

Crawford v. Huntington Beach Union High School District (2002) 98
Cal. App. 4th 1275

Crawford v. Board of Education (1976) 17 Cal. 3d 280

Jackson v. Pasadena City School District (1963) 59 Cal. 2nd 876, 8769

Management Resources:

WEB SITES

California Department of Education: <http://www/cde.ca.gov>

TUSD Adopted: 6/9/98
Revised: 3/12/02



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: October 10, 2007
Subject: Accept Grant Under Senate Bill 1209 Certificated Staff Mentoring Program (CSMP)

BACKGROUND: The District has received a grant under Senate Bill 1209 to designate two Certificated Staff Mentors who will provide support and assistance to beginning teachers and interns during induction and the first years of teaching. These mentors will provide ongoing assistance to 3 to 5 beginning teachers or interns at their site for a period of at least five years. The Mentor will act as the BTSA Support Provider for any new teacher assigned who is participating in BTSA and will act as the university sanctioned coach for interns.

RATIONALE: In order to be eligible for this position, the teacher must meet the following qualifications, per the requirements of SB 1209:

- Must have a professional clear teaching credential.
- Must have a minimum of seven years of recent teaching experience.
- Must teach at a Staff Priority School, i.e. Central, Delta Island, McKinley, Monte Vista, North, or South/West Park School.
- Must be a trained BTSA Support Provider or willing to be trained as a BTSA Support Provider.
- Has demonstrated the ability to foster pupil achievement and learning, as determined by the school principal.

The District will support the Certificated Staff Mentors with appropriate release time, training, and materials. SB 1209 requires applicants to submit a letter of recommendation from their Site Principal *"verifying the candidate's ability to foster pupil achievement and learning."* This supports Strategic Goals #5 Recruit, develop and support a high performing workforce and Strategic Goal #6 Provide training and staff development that are designed to improve the skills and knowledge of employees.

FUNDING: Each mentor must complete monthly logs to submit to Staff Development and will receive a payment of \$6,000 per year, paid by the Grant. The grant also provides \$600.00 per year for administrative costs.

RECOMMENDATION: Accept Grant Under Senate Bill 1209 Certificated Staff Mentoring Program (CSMP)

Prepared by: Dr. Sheila Harrison, Assistant Superintendent for Educational Services



HUMAN RESOURCES MEMORANDUM

To: Jim Franco, Superintendent
From: J. Mousalimas, Assistant Superintendent for Human Resources *Jm*
Date: October 15, 2007
Subject: Authorize Hiring High School Principal for Kimball High School

BACKGROUND: Tracy Unified School District is planning to construct and open a new comprehensive high school campus to house recent student enrollment growth, primarily from within the Tracy School District elementary boundaries. The district is currently housing high school students on an interim basis in state relocatables on both our West High School campus and on the Tracy High School campus.

An architect has been hired and is designing a building based on reuse of the Manteca "Lathrop High School" plan. Kimball High School is scheduled to open on approximately August 10, 2009. Plans are scheduled to be completed through DSA by October 2007. Access to the property is expected in November. Construction is anticipated to begin in January, 2008.

Opening a high school requires a tremendous amount of planning, from determining curriculum and staffing, to purchasing furniture, equipment, textbooks, and supplies. The principal will need to develop a program that works within budget constraints, and also supports the themes of the school. This will require extensive planning. The principal will meet with community planning groups, staff, and students to develop a positive learning community.

RATIONALE: Developing a comprehensive plan for the opening of a new high school needs to be developed and address the following issues: staffing, curriculum, equipment, and extra-curricular activities. It is important to have the principal start early so they can be a key part of the planning process.

FUNDING: Salary and benefits are expected to cost approximately \$125,000 each year from unrestricted general fund dollars.

RECOMMENDATION: Authorize Hiring High School Principal for Kimball High School

Prepared by: Casey Goodall – Associate Superintendent for Business Services



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *Jm*
DATE: October 12, 2007
SUBJECT: **Approve Revisions to Administrative Regulation 4151, Salary Guides**

BACKGROUND: For purposes of placing newly hired teachers on the District's certificated salary schedule, the current Administrative Regulation 4151 D.2.a, Salary Guides, states that "*Class placement for persons holding a bachelor's degree and a valid California Credential issued for full-time service is to be determined by the number of semester or equivalent units earned beyond the date of the bachelor's degree.*" Per this language, newly hired teachers receive credit for units earned after the completion of their B.A.; units earned prior to the completion of the B.A. are not considered for placement on the salary schedule. The rationale behind this language is that California educated teachers typically completed a 4-year B.A. and subsequently entered a 1-year teacher credential program. The 1-year teacher credential program was post-B.A. and these units were recognized for salary placement. In recent years, it has become evident that there are 5-year in-state and out-of-state college and university programs that combine the B.A. and teaching credential. The revisions to AR 4151 would allow the District to recognize these 5-year "blended" programs for placement on the certificated salary schedule. Units earned in 4-year "blended" programs would not qualify for salary placement under this new language.

RATIONALE: TUSD teachers who have completed an official 5-year, accredited B.A. and teacher credential program may receive credit on the certificated salary schedule for units completed as part of the credential portion of the program. Teachers must submit official documentation from their college or university verifying that it is a 5-year "blended", B.A. and credential, program. Units completed towards the credential portion of the program may be considered for salary placement as long as those units were not also used to fulfill the requirements of the B.A. For the 2007-08 school year only, teachers may submit units for consideration under this new language no later than November 30, 2007. Any changes by the District in a teacher's salary classification due to initial implementation of this language shall be retroactive to July 1, 2007.

This agenda item meets Strategic Goal #2, Quality Learning Environment.

FUNDING: General Fund

RECOMMENDATION: Approve Revisions to Administrative Regulation 4151, Salary Guides

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources

SALARY GUIDES

For additional information of this subject see the current employee agreement(s) with

TRACY TEACHERS ASSOCIATION
TRACY SECONDARY EDUCATORS ASSOCIATION
THE TRACY SUBSTITUTE TEACHERS ORGANIZATION

SALARY GUIDES**A. Purpose and Scope**

To provide guidance and direction for District personnel regarding placement and advancement for the bargaining unit members on the Certificated Salary Schedule.

B. General

1. The Governing Board will make the final decision on salary provisions.
2. For those members of the staff who are a part of a bargaining unit, only the exclusive representative can bargain over salaries.
3. Salary guides for employees covered by an employee agreement may be found in the current agreement.
4. Salary guides for other personnel may be inspected at the District office.

C. Forms Used and Additional References

Certificated Salary Schedule
College transcripts

D. Procedures

The terms "personnel" and "employee" shall be defined as any one required by the State Education Code to hold a valid credential. Provision for placement and advancement shall be as follows:

1. Step Placement

- a. Each year of verified professional service requiring a teaching credential rendered outside of the Tracy Unified School District shall be counted as one step to a maximum of 14, making step 15 the highest step upon which a teacher may enter the Tracy Unified School District.
- b. Each paid year of related vocational experience may be credited as one step on the salary schedule to a maximum of 14, making step 15 the highest step upon which a credentialed teacher employed full-time in the field of vocational education may enter the Tracy Unified School District.

SALARY GUIDES (continued)

Full-time vocational experience obtained within the fourteen-year period immediately preceding a teacher's entry into full-time teaching service with the Tracy Unified School District may be credited on a year-for-year basis to a maximum of two steps on the salary schedule for teachers who accept an assignment of not less than two periods per day in the field of vocational education after initially entering teaching service in the Tracy Unified School District in a non-vocational education assignment. This salary credit shall be available only to those teachers who have not reached Step 15 on the salary schedule.

- c. Private school experience for step increments on the salary schedule will be accepted, providing the private school was State-accredited at the time the employee taught there and the employee held a valid credential at the time of teaching.
- d. For an employee to receive credit for a year of service or experience, they must have been in paid status for 75% of a contracted year.
- e. Credit will not be given for college or university teaching experience.
- f. Credit will not be given for student teaching, or substitute teaching experience, with the following exception: credit will be given for long-term substitute teaching, that results in the employee being employed as a second year probationary employee for the following school year under Education Code Section 44918.

2. Class Placement

- ~~a. Class placement for persons holding a bachelor's degree and a valid California Credential issued for full time service is to be determined by the number of semester or equivalent units earned beyond the date of the bachelor's degree. Lower division units earned after the initial bachelor's degree will not be accepted, unless approved by the Associate Superintendent for Human Resources. Generally, only upper division and/or graduate units will be accepted.~~
- a. Class placement for persons holding a bachelor's degree and a valid California Credential issued for full-time service is to be determined by the number of semester or equivalent units earned either:
 - i. Beyond the date of the bachelor's degree; or

- ii. As part of the completion of an official, 5-year accredited college and/or university program that combines the bachelor's degree and teaching credential. A 5-year bachelor's degree and teaching credential program is defined as one in which the bachelor's degree requires a minimum of 4 years of full-time course work and the teaching credential coursework is blended into the bachelor's degree for a total of 5 years of coursework. Units earned towards completion of the teaching credential portion of the program may be utilized for class placement if official documentation is submitted from the college and/or university clearly indicating a 5-year bachelor's degree and teaching credential combined program. Teaching credential units cannot be counted towards completion of the bachelor's degree. The teaching credential units must be clearly identified on an official transcript and/or official document from the college and/or university. It is the sole responsibility of the teacher to provide official verification and documents from the college or university for consideration of class placement. If the teacher does not meet this burden, then he or she shall not be entitled to a higher placement on the District's salary schedule.
- b. Teachers may submit units for consideration for salary schedule placement per section D.3. of Administrative Regulation 4151.
- c. For the 2007-08 school year only, teachers may submit units for consideration under section D.2.a.ii. no later than November 30, 2007. For the 2007-08 school year only, any changes by the District in a teacher's salary placement shall be retroactive to July 1, 2007, for the 2007-08 school year only.
- d. For purposes of this Administrative Regulation (including but not limited to Section (a)(i)), only upper division and/or graduate units will be accepted. Lower division units earned after the initial bachelor's degree will not be accepted, unless approved by the Assistant Superintendent for Human Resources.

Human Resources - Certificated

AR 4151 (b)

SALARY GUIDES (continued)

3. General Requirements

- a. All degrees and course work must be completed at an accredited college or university. The accreditation status of a college, university, or private school during the employee's enrollment shall prevail. Previous or subsequent accreditation shall not be considered.
- b. Only units in which a "C" or better or a "pass" in a pass/fail class, is obtained will be considered for salary classification.
- c. Units verified by September 1 will apply to a change in salary classification.

Teachers initially hired into the District must provide verification of units for salary classification within 60 days from the date of their employment. If a new employee does not verify their units within this time frame, they shall waive their right to use those units for salary schedule purposes until the following school year.

- d. The burden of proof of training, experience, possession of credentials, and other required documents shall lie with the employee, both for initial placement and for advancement.

4. Horizontal or Class Movement on the Salary Schedule

Class placement for employees with a regular credential shall be determined by semester units completed subsequent to the date upon which the bachelor's degree was granted.

- a. Upper division and graduate units from a recognized college or university -summer, on campus, or extension may be used for class movement on the salary schedule.
- b. College equivalent units shall be granted based on the Carnegie Standard (15 hours per unit of credit).
- c. For award of any additional types of units for salary purposes, please consult with the collective bargaining agreement.

Human Resources - Certificated

AR 4151 (c)

SALARY GUIDES (continued)

E. Reports Required

None

F. Record Retention

Personnel file
Contract

G. Responsible Administrative Unit

Human Resources

H. Approved By

Associate Superintendent for Human Resources

Regulation adopted:

HS BD: 11/20/85
EL BD: 7/6/82

Regulation Revised:

EL BD: 3/11/86
HS BD: 12/11/86
EL BD: 1/13/87
Joint Board: 4/22/97
TUSD: 8/11/98
3/28/00
12/6/01
9/28/04



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources *Jm*
DATE: October 10, 2007
SUBJECT: **Approve a 30-year, 2.5% Longevity Pay Increment for Tracy Schools Management Association (TSMA) Employees**

BACKGROUND: Currently, TSMA employees receive 2.5% longevity pay increments at 10, 15, 20 and 25 years. However, for purposes of calculating longevity increments for TSMA employees, the District follows the guidelines described in the CSEA Contract, Article 8.9, "Longevity Pay." The language in Article 8.9 is as follows:

Longevity Pay

For purposes of calculating longevity, classified personnel permanently hired during the first half of the calendar year (January 1 to June 30) shall receive one (1) year of service on July 1 of the following calendar year.

Those permanently employed during the second half of the calendar year (July 1 to December 31) shall receive one (1) year of service on July 1 of the following calendar year.

Each employee shall earn one year of service credit on July 1 every year thereafter.

- A. On July 1 of the year after which 9 years of service have been completed, and extending through June 30 of the fourteenth year of service, the employee shall receive longevity pay of 2 1/2% above the employee's established pay range.
- B. On July 1 of the year after which 14 years of service have been completed, and extending through June 30 of the nineteenth year of service, the employee shall receive an additional longevity pay of 2 1/2% above the employee's established pay range.
- C. On July 1 of the year after which 19 years of service have been completed, and extending through June 30 of the twenty-fourth year of service, the employee shall receive an additional longevity pay of 2 1/2% above the employee's established pay range.
- D. On July 1 of the year after which 24 years of service have been completed, and extending through June 30 of the twenty-ninth year of service, the employee shall receive an additional longevity pay of 2 1/2% above the employee's established pay range.

- E. On July 1 of the year after which 29 years of service have been completed, and thereafter, the employee shall receive an additional longevity pay of 2 1/2% above the employee's established pay range.

Certificated Management eligibility for longevity pay increments is based on the permanent hire date on which the employee became a TSMA member. Classified Management and Classified Confidential eligibility for longevity pay increments is based on the permanent hire date on which the employee became a TSMA or CSEA member in TUSD, whichever occurred first.

RATIONALE:

To clarify our procedures and remain consistent with our practice of following the CSEA Contract for calculating longevity, TSMA employees should receive longevity pay for 30 years of service. At present, there are three TSMA employees who are eligible for a 30-year longevity increment. This 30-year, 2.5% longevity increment will be retroactive to July 1, 2007 for eligible employees.

This agenda item meets Strategic Goal #7, Educational Leadership.

FUNDING: The annual cost will be approximately \$4,500.00 and will be paid out of the District's General Fund.

RECOMMENDATION: Approve a 30-year, 2.5% Longevity Pay Increment for Tracy Schools Management Association (TSMA) Employees

Prepared by: James Mousalimas, Assistant Superintendent of Human Resources.

