

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, AUGUST 14, 2012

**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: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.
Staff: J. Franco, 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 Finding of Fact #11-12/121
 - 3.1.2 Application for Reinstatement #11-12/85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.1.3 Waiver of Enrollment #11-12/8,9
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2 **Human Resources:**
 - 3.2.1 Consider Leave of Absence Requests for Certificated Employees
#UC-773 and #UC-775, Pursuant to Article XX
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.3 Conference with Labor Negotiator
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**

6. **Closed Session Issues:** Pg. No.
6a Finding of Fact #11-12/121
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __
6b Report Out of Action Taken on Application for Reinstatement #11-12/85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102
Action: Vote: Yes __; No __; Absent __; Abstain __
6c Report Out of Action Taken on Waiver of Enrollment #11-12/8,9
Action: Vote: Yes __; No __; Absent __; Abstain __
6d Report Out of Action Taken on Leave of Absence Requests for Certificated Employees #UC-773 and #UC-775, Pursuant to Article XX
Action: Vote: Yes __; No __; Absent __; Abstain __
7. **Approve Regular Minutes of June 12, 2012, 2012** 1-7
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __.
Approve Special Minutes of June 29, 2012, 2012 8-9
Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __.
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
None.
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 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. You may obtain copies of the policy from Human Resources, and staff will assist you.
11. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
11.1 **Administrative & Business Services:** None.
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__	Pg. No.
13.1	Administrative & Business Services:	
13.1.1	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	10-11
13.1.2	Approve Assembly, Service, Business and Food Vendors	12-15
13.1.3	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	16-18
13.1.4	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	19-22
13.1.5	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	23-25
13.2	Educational Services:	
13.2.1	Ratify Agreement for Special Contract Services with Valley Community Counseling Services to Provide the Incredible Years Program	26-28
13.2.2	Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for Write Institute Training	29-31
13.2.3	Ratify Agreement for Special Contract Services with Continuing Development, Incorporated DBA Choices for Children to Provide Family Support Services for the Families of North Preschool Students from July 1, 2012-June 30, 2013	32-35
13.2.4	Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS, for the 2012-2013 School Year (Separate Cover Item)	36
13.2.5	Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS, for School Year 2012-2013 (Separate Cover Item)	37
13.2.6	Approve the Spring 2012-2013 Consolidated Application for the Tracy Unified School District	38-49
13.2.7	Approve Agreement for Special Contract Services Between DataWORKS Educational Research and Central School for the 2012-2013 School Year	50-52
13.2.8	Approve Agreement for Special Contract Services for Nancy Fetzer to Provide Four Full Days of Coaching for Teachers in Writing Strategies for Hirsch Elementary School	53-56
13.2.9	Approve Agreement for Special Contract Services with Nancy Fetzer to Provide Continued Staff Development Training in Reading and Writing Instructional Practices to Teachers at Central Elementary School for the 2012-2013 School Year	57-60
13.2.10	Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at South/West Park School for the 2012-2013 School Year	61-63

	Pg. No.
13.2.11 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School	64-66
13.2.12 Approve Agreement for Special Contract Services with Scholastic Inc., for English 3D Follow-Up Implementation Training on October 2 and November 6, 2012	67-70
13.2.13 Approve Service Agreement for Nancy Fetzner to Provide Four Full Days of Coaching for Teachers in Writing Strategies for George Kelly School	71-74
13.2.14 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Jacobson Elementary School	75-79
13.2.15 Approve Agreement for Special Contract Services for Nancy Fetzner to Provide Five Full Days of Coaching for Teachers in Writing Strategies at Jacobson Elementary School On October 29, 30, 31, November 1 and 2, 2012	80-83
13.2.16 Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2012	84-85
13.2.17 Ratify Master Contract and Individual Services Agreement with Central Valley Training Center, NPS for the 2012-2013 School Year (Separate Cover Item)	86
13.2.18 Ratify Contract with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2012-2013 School Year	87-89
13.2.19 Ratify Master Contract with Options in Education, NPS for the 2012-2013 School Year (Separate Cover Item)	90
13.2.20 Ratify Master Contract and Individual Service Agreement with Tobinworld II, NPS for the 2012-2013 School Year (Separate Cover Item)	91
13.2.21 Ratify Master Contract and Individual Service Agreement with Sierra School, NPS for the 2012-2013 School Year (Separate Cover Item)	92
13.2.22 Ratify Agreement for Special Contract Services with Real Inspiration, Inc. (Keith Hawkins) for Student Leadership Mentor Training July 31-August 1, 2012	93-95
13.2.23 Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation	96-98
13.3 Human Resources:	
13.3.1 Approve Classified, Certificated and/or Management Employment	99-107
13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	108-110
13.3.3 Approve Expenditures of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions	111

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:**

- | | | Pg. No. |
|----------------|---|-------------------------------|
| 14.1.1 | Adopt Resolution No. 12-02 Ratifying a Development and Lease Agreement, A Site Lease and A Guaranteed Maximum Price Relating to the Stadium and Improvement Project at Tracy High School; and Ratify the Notice to Proceed | 112-115 |
| Action: | Motion___; Second___ . Vote: Yes ___; No ___; Absent___; Abstain ___. | |
| 14.1.2 | Adopt Resolution No. 12-03 of the Board of Trustees of the Tracy Joint Unified School District Implementing a Change in the District's Name | 116-119 |
| Action: | Motion___; Second___ . Vote: Yes ___; No ___; Absent___; Abstain ___. | |
| 14.2 | Educational Services: | |
| 14.2.1 | Adopt Resolution No. 12-01 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2012-2013 School Year and to Authorize Designated Personnel to Sign Contract Documents | 120-125 |
| Action: | Motion___; Second___ . Vote: Yes ___; No ___; Absent___; Abstain ___. | |
| 14.2.2 | Approve Board Policy 6170.1 Transitional Kindergarten, Board Policy 5111 and Acknowledge Administrative Regulation 5111 Admission (Second Reading) | 126-134 |
| Action: | Motion___; Second___ . Vote: Yes ___; No ___; Absent___; Abstain ___. | |
| 14.3 | Human Resources: | |
| 14.3.1 | Authorize Declaration of Need for the 2012-2013 School Year | 135-138 |
| 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 | August 28, 2012 | |
| 17.2 | September 11, 2012 | |
| 17.3 | September 25, 2012 | |
| 17.4 | October 9, 2012 | |
| 17.5 | October 23, 2012 | |
| 18. | Upcoming Events: | |
| 18.1 | August 27, 2012 | District Welcome Back |
| 18.2 | September 3, 2012 | No School, Labor Day |
| 18.3 | October 22, 2012 | No School, Parent Conferences |
| 18.4 | November 12, 2012 | No School, Veteran's Day |
| 18.5 | November 19 th 23, 2012 | No School, Thanksgiving Break |

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, June 12, 2012**

5:20 PM: President Costa called the meeting to order and adjourned to closed session.

Roll Call: Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

7:01 PM: President Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Appeal Intra-District Attendance Appeal 2011-2012/AA5
Action: Denied. Guzman, Gouveia. **Vote:** Yes-5; No-0; Absent-2(Crandall, Vaughn)
6b Finding of Fact #11-12/111, 112, 113, 114, 115, 117, 118, 119, 120
Action: Swenson, Gouveia. **Vote:** Yes-7; No-0.
6c Report Out of Action Taken on Waiver of Expulsion #11-12/14, 15, 16, 17, 18, 19
Action: **Vote:** Yes-6; No-0; Absent-1(Crandall)
6d Report Out of Action Taken on Early Graduation – THS #10314964
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Crandall)
6e Report Out of Action Taken on PE Exemption – THS #1032202
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Crandall)
6f Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-776, #UC-777, #UC-778 and #UC-779
Action: Approved. **Vote:** Yes-6; No-0; Absent-1(Crandall)

Employees Present: C. Minter, J. Bussey, B. Maslyar, T. O'Hara, L. Dopp, R. Call, G. Garner, D. Schneider

Press: None.

Visitors Present: Mr. & Mrs. Erler

Minutes: Approve Regular Minutes of May 22, 2012.
Action: Guzman, Vaughn. **Vote:** Yes-7; No-0.

Student Rep Reports: None.

Recognition & Presentations: None.

Hearing of Delegations: Mr. Erler sent board members an email regarding a foreign exchange student that will be staying with their family. He hopes that there is way the exchange student

can be enrolled in Tracy High because their son already goes there and can transport him easily. They were told that he has to enroll in West High because all foreign exchange students have to go to West.

**Information &
Discussion Items:**

11.1 Administrative & Business Services: None.

Public Hearing:

12.1 Administrative & Business Services: None.

12.1.1 Conduct a Public Hearing Regarding Implementing Flexibility Authorized by SBX3 4

Opened public hearing at 7:11 p.m.
No comments were made.
Closed public hearing at 7:12p.m.

12.1.2 Conduct a Public Hearing on Item 14.1.4:
1. Adopt Resolution No. 12-19 on the Board of Education of the Tracy Joint Unified School District (TJUSD) Acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2012-13.
2. Approve Willdan Financial for Preparation of the 2012-13 Tax Roll and Reporting of Delinquencies.

Opened public hearing at 7:12 p.m.
No comments were made.
Closed public hearing at 7:13 p.m.

12.2 Educational Services:

12.2.1 Conduct a Public Hearing on CIPA Compliance Requirement on the Tracy Unified School District's Computer/Website Access Filtering Process

Opened public hearing at 7:13 p.m.
No comments were made.
Closed public hearing at 7:14 p.m.

12.2.2 Conduct a Public Hearing Regarding the Instructional Minutes Waiver Application to the California Department of Education (CDE) to Extend the Instructional School Day for All First Through Third Grade Students at Poet-Christian Magnet School and All Third Grade Students at South/West Park Elementary School

Opened public hearing at 7:15 p.m.
No comments were made.
Closed public hearing at 7:16 p.m.
Moved up Item 14.2.4 on the agenda.

Consent Items:

Action: Amended Item 13.1.4. Swenson, Gouveia. **Vote:** Yes-7; No-0.
(Amending page 26 (Measure E) to add amount of bid.)

13.1 Administrative & Business Services:

- 13.1.1 Approve Assembly, Service, Business and Food Vendors
- 13.1.2 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3 Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.4 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.5 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District

- 13.2 Educational Services:**
- 13.2.1 Receive Peer Assistance and Review Annual Report for the 2011-2012 School Year
- 13.2.2 Approve Agreement for Special Contract Services with Counseling and More (CAM): The Parent Project to Provide Training for Parents at Monte Vista Middle School for the 2012-2013 School Year
- 13.2.3 Approve 2012-2013 Preliminary School Plans and Site Categorical Budgets for 2012-2013 (Separate Cover Item)
- 13.2.4 Approve Agreement for Special Contract Services with Younglight Foundation for August 9, 2012, Inservice on Best Practices Vocabulary Development with Follow-Up on September 24, 2012
- 13.2.5 Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy for the 2012-13 School Year
- 13.2.6 Approve Agreement for Special Contract Services with Peacemakers Resources for Intervention Services for the 2012-2013 School Year
- 13.2.7 Approve Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling and other Services
- 13.2.8 Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover Item)
- 13.2.9 Approve the Winter 2011-2012 Consolidated Application for the Tracy Unified School District (Separate Cover Item)
- 13.2.10 Approve Agreement for Special Contract Services Between DataWORKS and Monte Vista Middle School to Provide Professional Staff Development Services in the Areas of Explicit Direct Instruction, Lesson Design and Coaching Through the 2012-2013 School Year
- 13.2.11 Approve Overnight Travel for Kimball High School Cheerleaders to Attend the National Cheerleaders Association (NCA) Camp at Sonoma State University In Rohnert Park, CA on July 12-15, 2012
- 13.2.12 Approve Agreement for Special Contract Services with Project GLAD Tier 1 to Provide Training Throughout the 2012-2013 School Year
- 13.2.13 Approve Agreement for Special Contract Services with Pacific Educational Group Development and Consultation Services to the District Management Team on August 3, 2012
- 13.2.14 Approve the South/West Park State Preschool Self-Evaluation Annual Report for the 2011/12 School Year
- 13.2.15 Approve the Annual Report for 2011-12 STEPS Program Self-Evaluation

- 13.2.16 Approve Memorandum of Understanding with San Joaquin County Office of Education, Multilingual Education Department for the 2012-13 School Year
- 13.2.17 Approve Agreement for Special Contract Services and Memorandum of Understanding with the University of Pacific Mathematics, Engineering and Science Achievement (MESA) Center to Implement a Program for Under-represented, Underperforming Students During the 2012-2013 School Year
- 13.2.18 Approve Overnight Travel for West High School Agriculture Department Activities for the 2012-2013 School Year
- 13.2.19 Approve Agreement for Special Contract Services with Valley Community Counseling Services and Tracy Unified School District (Art Freiler and Louis Bohn) for a One Day Training on August 8, 2012
- 13.2.20 Approve Agreement for Special Contract Services with Digital Edge Learning to Provide a Full Day On-Site Workshop for all South/West Park School Teachers
- 13.2.21 Approve Agreement for Special Contract Services with J. Taylor Education to Provide a Full Day On-Site Workshop for South/West Park School Teachers
- 13.2.22 Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2012-2013 School Year
- 13.2.23 Approve Specialized Grant Funding for the Agriculture Incentive Grant for West High School 2012-13
- 13.2.24 Approve All Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2012-2013 School Year
- 13.2.25 Approve Memorandum of Understanding Between the College Board and John C. Kimball High School/Tracy Unified School District Regarding the California AP Expansion (CAPE) Program Grant
- 13.2.26 Approve Agreement for Special Contract Services with the Great Valley Writing Project for the 2012-2013 and 2013-2014 School Year Contingent Upon Receipt of the Teacher-Based Reform (T-BAR) Grant
- 13.2.27 Approve Agreement for Special Contract Services with the U.C. Davis History Project of the Teacher-Based Reform (T-BAR) Grant

- 13.3 **Human Resources:**
- 13.3.1 Approve Classified, Certificated and/or Management Employment
- 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
- 13.3.3 Approve the Continued Participation in the San Joaquin County Office of Education Teacher Apprentice Program
- 13.3.4 Ratify Employment of 2012 Summer School Staff
- 13.3.5 Ratify Agreement for Special Contract Services for Assistant Baseball Coach Steve Alkire for the 2011-2012 Spring Season
- 13.3.6 Ratify Agreement for Special Contract Services for Assistant Track Coach Sam Cavallaro for the 2011-2012 Spring Season
- 13.3.7 Ratify Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School (KHS) During the Summer 2012 ad the 2012-2013 School Year
- 13.3.8 Approve Stanislaus County Office of Education MOU for Internship

Program

Action Items:

- 14.1 Administrative & Business Services:**
- 14.1.1** Adopt Resolution No. 11-26 Specifications of the Election Order
Action: Vote: Silva, Guzman. Yes-7; No-0.
- 14.1.2** Adopt Resolution No. 11-27 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services
Action: Vote: Crandall, Gouveia. Yes-7; No-0.
- 14.1.3** Adopt Replacement of Board Policy and Administrative Regulation 5131.8 Student Activity Trips with Board Policy and Administrative Regulation 6153 School Sponsored Trips (First Reading)
Action: Silva, Vaughn. Vote: Yes-7; No-0.
- 14.1.4** 1. Adopt Resolution No. 12-19 on the Board of Education of the Tracy Joint Unified School District (TJUSD) Acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2012-13.
2. Approve Willdan Financial for Preparation of the 2012-13 Tax Roll and Reporting of Delinquencies.
Action: Vaughn, Gouveia. Vote: Yes-7; No-0.
- 14.2 Educational Services:**
- 14.2.1** Adopt Revised Board Policy and Acknowledge Administrative Regulation 4040, Employee Use of Technology (First Reading)
Action: As amended. Guzman, Gouveia. Vote: Yes-7; No-0.
- 14.2.2** Adopt Revised Board Policy and Acknowledge Administrative Regulation 6163.4, Student Use of Technology (First Reading)
Action: As amended – word smith changes – and Spanish versions. Guzman, Crandall. Vote: Yes-7; No-0.
- 14.2.3** Adopt Board Policy 6170.1 Transitional Kindergarten, Board Policy 5111 and Acknowledge Administrative Regulation 5111 Admission (First Reading)
Action: Crandall, Gouveia. Vote: Yes-7; No-0.
Director of Alternative Programs, Linda Dopp, commented that California is changing the law of the start date for kindergarten so that the youngest students will have a year of preparation.
We are anticipating that we will need 3 classrooms and have tentatively planned to have 2 classes at Southwest Park, one of which will be bilingual, and another class at Jacobson.
- 14.2.4** Approve the Instructional Minutes Waiver Application to the California Department of Education (CDE) to Extend the Instructional School Day for All First through Third Grade Students at Poet-Christian Magnet School and all Third Grade Students at South/West Park Elementary School
This item was moved up on the agenda.
Action: Vaughn, Gouveia. Vote: Yes-7; No-0.
- 14.3 Human Resources:**
- 14.3.1** Approve New Job Description for ISET Technician Level III
Action: Gouveia, Crandall. Vote: Yes-7; No-0.

14.3.2 Approve Revised Job Description for Special Education Program Specialist

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

Board Reports:

Trustee Gouveia participated in the Adult School graduation and the Relay for Life breakfast. He attended the county sponsored budget meeting. There was a BBQ at Willow and Duncan Russell which was sponsored by the Lions Club and school district. He also participated at graduations for Tracy High and Kimball High. Trustee Swenson assisted at the willow BBQ with the Lions Club. His youngest son raised \$23,000 for Relay for Life and received 2nd place. The Lions participate in handing out US flags and visited several schools. He attended the graduations for Adult School, Stein, Tracy High and Kimball High and wishes everyone a great summer. He will not be able to attend the special board meeting. Trustee Guzman attended the graduations for Adult School, Tracy High, North, and Williams. His daughter graduated from Tracy High and the crowd was great. He also attended the TLC meeting and facility use meeting. Trustee Crandall attended West High graduation. This is his 10th year on the board and his favorite part is handing out diplomas. Out students are off to private schools, universities, military, businesses, etc. We also have 2 NFL drafts for prior students. Hats off to all students. All three of his kids have attended TUSD from K-12. Have a great summer. Trustee Vaughn attended West High and Kimball High graduations. It was great to be at the first Kimball graduation. Both ceremonies had a lot of spirit and went smoothly. Have a great summer. Trustee Silva attended West High and Kimball High graduations. He congratulated staff at both schools and the district for getting the board from one place to another. He gave Kudos to the ticket committee for ticketing the graduations this year. It worked really well and appreciates the effort put into the plan. He attended the county office of education budget workshop which was not good news. The Governor is basically putting everything on this tax initiative. If it doesn't pass the cuts to education will be horrible. Trustee Costa echos the comments made about graduation and enjoyed 7 different promotions and graduations this year. She appreciates the kids and adults.

Superintendent Report:

Dr. Franco had Dr. Goodall give an up on the budget: Dr. Goodall agrees with Trustee Silva. We are going to pass our TUSD budget and it is dependent on the passage of the election in November. Because of the act passed last year we need a majority to pass. A poll taken on June 8th shows that the confidence in the Governor has shrunk from 65% to 54%. June is the big month so they will be looking at the June revenues. They are current \$10.7 billion below projection for the year. The economy in Greece could have big impact on California. The State is supposed to pass its budget on Friday.

Dr. Franco reviewed some of the milestones in the district this year which include: Four high school graduations, tickets which worked out well; the District showed a 14 point improvement in API scores; we received a \$25,000 CAPP grant; Cheryl Domenichelli was named outstanding principal of the year in the state; Stein received a 6 year accreditation with a 3 year visit; we completed the black box theater at West High and have modernized Monte Vista and McKinley Schools; Work is beginning on the Tracy High stadium project; TUSD had more students selected than any other district in the honor band; Tracy High won the Academic

Decathlon and took 2nd place in mock trial; 2 former West High students will join the NFL; West High's BSU was named outstanding student organization in the state. We have had many successes this year.

7:45 PM:

Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 29, 2012**

4:00 PM: President Costa called the meeting to order and adjourned to closed session.

Roll Call: Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn
Absent: B. Swenson
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

4:46 PM: President Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Report Out of Action Taken on Foreign Exchange Placement Appeal
2011-2012/FEPA #1
Action: Upheld decision to attend West. **Vote:** Yes-3; No-3; Absent-1(Swenson)

Employees Present: J. Carter, R. Call, L. Nelson, S. Smith, C. Minter

Press: D. Rizzo, Tracy Press

Visitors Present: None.

Hearing of Delegations: None.

Public Hearing: 8.1 **Administrative & Business Services:** None.
8.1.1 Conduct a Public Hearing on the Tracy Unified School District Annual Budget.

Opened public hearing at 4:51 p.m.
No comments were made.
Closed public hearing 4:52 p.m.

Consent Items: **Action:** Crandall, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Swenson)
9.1 **Administrative & Business Services:** None.

9.2 **Educational Services:**
9.2.1 Approve Agreement for Special Contract Services with Measured Progress – Data Wise to Provide Professional Development on August 9, 2012, for Williams Middle School

Action Items: 10.1 **Administrative & Business Services:**
10.1.1 Approve the 2012-13 Annual School District Budget (Separate Cover Item)

Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Swenson)

Associate Superintendent of Business Services, Dr. Casey Goodall, commented that this budget assumes the passing of the Governors' tax initiative. Failure would be a reduction of \$441 per student. Of the tax measure fails, we would be forced to make \$7 million in reductions that would be implemented in 2013-14.

10.2 Educational Services:

10.2.1 Adopt Revised Board Policy and Acknowledge Administrative Regulation 6163.4, Student Use of Technology (Second Reading)

Action: Approved as final. Crandall. Guzman.

Vote: Yes-6; No-0; Absent-1(Swenson)

10.2.2 Adopt Revised Board Policy and Acknowledge Administrative Regulation 4040, Employee Use of Technology (Second Reading)
Approved as final. Gouveia, Vaughn.

Vote: Yes-6; No-0; Absent-1(Swenson)

Dr. Franco commented that we will be busy with the November initiative. He hopes everyone has a great summer.

5:18 PM:

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 14, 2012
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

1. Tracy Unified School District/High School Physical Education Program: From In Shape City, equipment donation (a multichip 2081, a butt blaster, a 2009 long pull rowing machine, 2068 shoulder press, a pec deck, a 1032 leg curl v-bench, and a leg squat). This donation will be a benefit to the three high schools of Tracy Unified.

Central Elementary School

1. Tracy Unified School District/Central Elementary School: From District Council 16 – Painter's and Allied Trades for Children's Hope (PATCH) in the amount of \$2,000.00 (ch. #00000147). This donation will be used towards student field trips and books/supplies in the classrooms.

Hirsch Elementary School

1. Tracy Unified School District/Hirsch Elementary School: From the Wanda Hirsch Parent Club for the amount of \$4,195.18 (ck. #8542). This donation will cover the maintenance cost of the school site copier, paper and supplies.

Kimball High School

1. Tracy Unified School District/Kimball High School Health Occupations Students of America (HOSA): From Dr. John Kimball in the amount of \$1,000.00 (ch.#3514). This donation will be used by the Kimball High School HOSA Organization.
2. Tracy Unified School District/Kimball High School Health Occupations Students of American (HOSA): From Sutter Central Valley Hospitals in the amount of \$1,000.00 (ch. #1110112). This donation will be used by the Kimball High School HOSA Organization.

Tracy High School

1. Tracy Unified School District/Tracy High School Football: From Tracy Toyota in the amount of \$500.00 (ch. #11939). This donation will be used for the Tracy High School football program.
2. Tracy Unified School District/Tracy High Heinz Scholarship: From Heinz North America in the amount of \$500.00 (ch. #875529). This donation will be used for the annual Heinz Scholarship.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District.

This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District.

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



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: August 1, 2012
SUBJECT: Approve Assembly, Service, Business and Food Vendors

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, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors 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.

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Assembly, Service, Business and Food Vendors

PREPARED BY: Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
*FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY See specifics below		
ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL:		
	Elite T-Shirt Printing - Dina 640-1918 or dina@elitetshirtprinting.com	8/24/2012
↓ APPROVED LIST BELOW BY EXPIRATION DATE↓		
2/14/12	CAM Counseling and More - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2012
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2012
4/12/11	John Searle - Stage Workshops, johnsearles1@aol.com, www.johnsearlesfights.com/index.shtml	8/31/2012
3/8/11	Andrew Troisen, DDS. 833-1240	9/1/2012
9/27/11	Marcel Eiland- DJ Services - 408-667-7803, maen3wera@gmail.com	9/8/2012
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/16/2012
1/25/11	Sorren Bennick Productions - Power of One Anti-Bullying Program, Sorren Bennick 1-866-816-5808, sorenbenick@sorenbenick.com; To view a video clip of the show, go to www.sorenbenick.com; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact".	9/18/2012
10/24/11	Adriana Ribeiro - After school music lessons for students, 836-4056, adriankr@prodigy.net	10/1/2012
11/8/11	Famous Allstars - tumbling lessons. Michael Campos (209) 608-2476. famousallstars@gmail.com	10/28/2012
3/8/11	Peacemakers - Paul Hall -phall@tUSD.net or Kevin James -kev4jam@sbcglobal.net	11/1/2012

Board Approved	Vendor	Insurance Expires
12/13/11	Jumpstart Productions - Scott Greenburg Motivational speaker - (818) 785-7610, scott@scottgreenburg.com, www.scottgreenburg.com	9/24/2012
11/8/11	Fresh Entertainment - DJ/MC, Sound & Lighting Rental. Derek Mizuno 510-921-4373, derekmizuno@gmail.com	10/31/2012
8/28/07	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	12/1/2012
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2012
1/24/12	Larry Fagg - Fundraising. larryfagg@fundraisinglarryfagg.com. Student Discovery Program- 90 volunteer speakers @ high schools/college scholarship. larryfagg@sjcdiscovery.org. 408-242-2733	12/15/2012
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2013
11/9/10	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441-stephensm@pacificdentalservices.com, Cammy Harvey - harvey@pacificdentalservices.com. www.tracysmilesdental.com.	1/1/2013
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www:gicgraphicwear.com, 723-9817	1/9/2013
12/13/11	Pegleg Entertainment DJ Services - John Lau (510) 867-0755. peglegentertainment@gmail.com, www.peglegentertainment.com	1/27/2013
5/8/12	International Printing Museum- Mark Barbour. 310-515-7166, mail@printmuseum.org, www.printmuseum.org	1/30/2013
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2013
10/11/11	Rumors Productions - Jenna Teyshak/Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2013
11/13/07	Ancient Artifacts- Social studies Gold Rush presentations. Lourdes Schallock-916-799-0321, info@ancientartifacts.biz, www.ancientartifacts.biz	2/5/2013

Board Approved	Vendor	Insurance Expires
5/8/12	Jester Games - Diablo presentation. Roxanne Lynch - 310-613-0331. Roxanne@thediablofest.com. www.thediablofest.com	4/25/2013
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2013
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2013
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2013
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2013
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2013
12/14/10	David Greenberg-Author-360-560-7766. fax # 503-842-1290. authilus@teleport.com. www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2013
9/27/11	New Creation Bible Fellowship-Kevin James-408-595-5704, www.ncbfracy.org. Power Zone Camp	9/1/2013
6/12/12	Feet First Eventertainment-DJ Service, Amy Wu 510-601-0600, info@feetfirstevents.com	10/12/2013
5/8/12	Dairy Council of CA Mobile Dairy Classroom, Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1 - Contact Cindy Everhart.	NO Charge, Tier 1



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 1, 2012
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: Women's Center of San Joaquin County
Site: District Wide
Item: Operational Agreement - Ratify
Services: Assistance for victims of domestic violence 2012-2015
Cost: \$0.00
Project Funding: N/A

B. Vendor: California State University, Stanislaus
Site: District Wide
Item: Agreement
Services: Provide faculty materials and supplies for one afternoon and two Saturday workshops for 7-12 Science teachers on implementing strategies to meet California Common Core Science standards.
Cost: \$4,200.00
Project Funding: Title II – Teacher Quality

C. Vendor: Hazard Management Services, Inc.
Site: District Wide
Item: Service Agreement for the 12/13 FY - Ratify
Services: Conduct three year AHERA inspections of all school sites built prior to October 12, 1988.
Cost: \$12,250.00 to conduct re-inspections, if sampling is requested fees would be charged at \$80 per hour plus \$20 per bulk sample by polarized light microscopy analysis
Project Funding: Environmental Compliance

D. Vendor: Hankin Specialty Elevator
Site: District Wide
Item: Maintenance Agreement for the 12/13 FY - Ratify
Services: Maintenance and Servicing of nine wheel chair lifts, to include repairs and state inspections where applicable.
Cost: Cost per unit, per visit \$175.00, total per year \$3,150.00. State inspections \$225.00/hr, \$100.00 labor fee during inspections.
Total value < \$12,000.00
Project Funding: Environmental Compliance

E. Vendor: Various Vendors
Site: District Wide
Item: Food Bids for 12/13 FY - Ratify
Services: Purchase all food items for the District's meals and snacks program.
Cost: \$2,500,000.00
Project Funding: Food Services/Fund 13

F. Vendor: San Joaquin County Office of Education
Site: George Kelly School, Art Freiler School and Poet-Christian School
Item: Agreement
Services: 2012-2013 San Joaquin Outdoor Education Program; includes 5 days/4 nights lodging, transportation, meals, program supplies and trained naturalists.
Cost: \$270.00/per pupil
Project Funding: School Fundraising

G. Vendor: Foam Experts Roofing
Site: McKinley Elementary – Various Portables
Item: Change Order #1 - Ratify
Services: Bid specifications; Alternate #1 – Reroof Portable P19 not performed; change order credit.
Cost: (\$4,000.00) Credit
Project Funding: Deferred Maintenance

H. Vendor: Foam Experts Roofing
Site: McKinley Elementary – Various Portables
Item: Notice of Completion - Ratify
Services: Contractor provided and installed new roofing system on various portables per specifications.
Cost: \$56,973.00 Change Orders: (\$4,000.00) Total Contract: \$52,973.00
Project Funding: Deferred Maintenance

I. Vendor: Dryco Construction
Site: Bus Yard & Parking Lot Pavement
Item: Notice of Completion
Services: Contractor patch paved, sealed and stripped the District Bus Yard, DEC parking lots and West High School parking lots.
Cost: \$309,478.00 Change Orders: \$18,569.00 Total Contract: \$328,047.00
Project Funding: Deferred Maintenance 11/12 & General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 1, 2012
SUBJECT: Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE S BOND
SUMMARY OF SERVICES**

A. Vendor: Virginia Mechanical
Site: West High School
Item: Agreement-Ratify
Services: Contractor to provide and install new A/C Split Systems in the MDF/IDF rooms.
Cost: \$35,762.00
Project Funding: Measure S Bond Funds

B. Vendor: Sunesys LLC
Site: Williams Middle School –Modernization of Cabling
Item: Quote -Ratify
Services: Relocated fiber optic network cable to new MDF location
Cost: \$5,143.00
Project Funding: Measure S Bond Funds

C. Vendor: Sunesys LLC
Site: Villalovoz Elementary School –Modernization of Cabling
Item: Quote -Ratify
Services: Relocated fiber optic network cable to new MDF location
Cost: \$6,923.00
Project Funding: Measure S Bond Funds

D. Vendor: Sunesys LLC
Site: Duncan-Russell Continuation High School –Modernization of Cabling
Item: Quote -Ratify
Services: Relocated fiber optic network cable to new MDF location
Cost: \$5,971.00
Project Funding: Measure S Bond Funds

E. Vendor: Sunesys LLC
Site: Jacobson Elementary School –Modernization of Cabling
Item: Quote -Ratify
Services: Re-located fiber optic network cable to new MDF location
Cost: \$5,143.00
Project Funding: Measure S Bond Funds

F. Vendor: Presido
Site: Multiple Schools – MDF/IDF Safety/Security Project
Item: Quote – WSCA - Ratify
Services: Provide professional services for Identity Based Networking – District Wide
Cost: \$8,000.00
Project Funding: Measure S Bond Funds

G. Vendor: Presido
Site: District Education Center – Server Project
Item: Quote – WSCA - Ratify
Services: Provide professional services for SPS2010 SAN Services
Cost: \$16,250.00
Project Funding: Measure S Bond Funds

H. Vendor: Mobile Modular Portable Storage
Site: McKinley Elementary School Modernization
Item: Quote -Ratify
Services: Deliver two (2) 8x40 storage containers to the school site
Cost: \$720.00
Project Funding: Measure S Bond Funds

I. Vendor: K S Telecom, Inc.
Site: Hirsch Elementary School – Project #2012-ISET-003 Modernization of Cabling
Item: Change Order #1-Ratify
Services: Scope of work documented on the change order summary
Cost: \$1,985.00
Project Funding: Measure S Bond Funds

J. Vendor: 3D Datacom
Site: Duncan-Russell Continuation High School – Project #2012-ISET-004 Modernization of Cabling
Item: Change Order #1-Ratify
Services: Scope of work documented on the change order summary
Cost: \$350.00
Project Funding: Measure S Bond Funds

K. Vendor: 3D Datacom
Site: Villalovoz Elementary School – Project #2012-ISET-005 Modernization of Cabling
Item: Change Order #1-Ratify
Services: Scope of work documented on the change order summary
Cost: \$2,671.00
Project Funding: Measure S Bond Funds

L. Vendor: K S Telecom, Inc.
Site: Williams Middle School – Project #2012-ISET-006 Modernization of Cabling
Item: Change Order #1-Ratify
Services: Scope of work documented on the change order summary
Cost: \$8,700.93
Project Funding: Measure S Bond Funds

M. Vendor: 3D Datacom
Site: Jacobson Elementary School – Project #2012-ISET-008 Modernization of Cabling
Item: Change Order #1-Ratify
Services: Scope of work documented on the change order summary
Cost: \$3,820.00
Project Funding: Measure S Bond Funds

N. Vendor: Roebbelen Contracting
Site: McKinley Elementary School Modernization
Item: Change Order #4
Services: Scope of work documented on the change order summary
Cost: \$37,851.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure S Bond Funds

O. Vendor: Roebbelen Contracting
Site: Monte Vista Middle School Modernization
Item: Change Order #4
Services: Scope of work documented on the change order summary
Cost: \$39,801.00 Deduction from contingency allowance previously included in contract.
Project Funding: Measure S Bond Funds

P. Vendor: AMS.Net
Site: Multiple School Sites
Item: Notice of Completion - Ratify
Services: Contractor provided and installed the Cisco IP Security Camera's throughout the district.
Cost: \$1,497,783.46 Change Orders: \$132,779.12 Total Contract: \$1,630,562.58
Project Funding: Measure S Bond Funds

Q. Vendor: Stephen Roatch Accountancy Corporation
Site: Measure S Bond Projects
Item: Proposal
Services: Proposition 39 requires that an independent financial audit and performance audit be prepared annually on the bond proceeds. The Measure S Bond Oversight Committee recommends Stephen Roatch Accountancy Corporation to prepare the audits for Fiscal Year Ending June 30, 2012; with an extension of three additional years upon approval on the basis of cost.
Cost: \$5,800 for 2011-12; \$5,400 per year for 2012-13 through 2014-15
Project Funding: Measure S Bond Funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 1, 2012
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE E BOND
SUMMARY OF SERVICES**

A. Vendor: Steel Inspectors of Texas, Inc.
Site: Tracy High School – Stadium and Site Improvements
Item: Proposal - Ratify
Services: In-Plant inspection services for bleachers and pressbox for the Tracy High School Stadium.
Cost: \$4,500.00 Not to Exceed
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

B. Vendor: Wallace Kuhl & Associates
Site: Tracy High School – Stadium and Site Improvements
Item: Proposal - Ratify
Services: Special Inspection and Testing services for the New Stadium at Tracy High School.
Cost: \$74,102.00 Estimated Cost
Project Funding: Measure E Bond Funds and SSBF

C. Vendor: RGM & Associates
Site: Tracy High School – Ag Science CTE Modernization
Item: Agreement - Ratify
Services: Construction management services relating to the modernization of the Agricultural Classrooms in order to satisfy the approved grant funding application and specific code improvements required to the Agricultural Building and Weight Room Building
Cost: \$71,853.00 Not To Exceed
Project Funding: Measure E Bond Funds and SSBF

D. Vendor: RGM & Associates
Site: Tracy High School – EB Theater Modernization
Item: Agreement - Ratify
Services: Construction management services relating to the modernization of the EB Theater Classrooms and Building.
Cost: \$92,025.00 Not To Exceed
Project Funding: Measure E Bond Funds and SSBF

E. Vendor: Stronger Building Services
Site: Tracy High School – Main Gym
Item: Change Order #1 - Ratify
Services: Credit for substitution flashing on the main gym roof.
Cost: (\$3,000.00) Credit
Project Funding: Measure E Bond Funds and SSBF

F. Vendor: Stronger Building Services
Site: Tracy High School – Main Gym
Item: Notice of Completion
Services: Contractor installed new single ply roofing system on the main gym at Tracy High.
Cost: \$114,825.00 Change Orders: (\$3,000.00) Total Contract: \$111,825.00
Project Funding: Measure E Bond Funds

G. Vendor: Stephen Roatch Accountancy Corporation
Site: Measure E Bond Projects
Item: Proposal
Services: Proposition 39 requires that an independent financial audit and performance audit be prepared annually on the bond proceeds. The Measure E Bond Oversight Committee recommends Stephen Roatch Accountancy Corporation to prepare the audits for Fiscal Year Ending June 30, 2012; with an extension of three additional years upon approval on the basis of cost.
Cost: \$5,800 for 2011-12; \$5,400 per year for 2012-13 through 2014-15
Project Funding: Measure E Bond Funds



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 2, 2012
SUBJECT: Ratify Agreement for Special Contract Services with Valley Community Counseling Services to Provide the Incredible Years Program at South/West Park Elementary School for the 2012-2013 School Year.

BACKGROUND At the conclusion of each school year the staff of South/West Park Elementary School evaluates the effectiveness of the School Plan. In doing so, the school administration determined that there is a critical need for counseling services at South/West Park School. The School Site Council approved a total of \$15,120.00 of TITLE 1 and EIA funds to be used to provide the Incredible Years Program at South/West Park Elementary School during the 2012-2013 School Year. This agenda item needs to be ratified as the first training session for staff began August 1, 2012, prior to the Board Meeting.

RATIONALE: South/West Park School Site Council and staff are requesting the services of Valley Community Counseling Services (VCCS) to provide the Incredible Years Program for South/West Park conventional students. VCCS therapists will provide up to 252 hours of services to identified students as well as ongoing training for classroom teachers. They will work with small groups of children struggling with such issues as divorced parents, social adjustment, loneliness, and drug dependent families. In order for students to benefit from school, they will need help and support in dealing with these issues. This supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The total cost of this program will not exceed \$15,120 (252 hours x \$60.00 per hour) and will be paid with Site TITLE 1 and EIA funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Valley Community Counseling Services to Provide the Incredible Years Program at South/West Park Elementary School for the 2012-2013 School Year.

Prepared by: Ramona Soto, South/West Park School Principal.

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

1. Contractor shall perform the following duties: **Provide Incredible Years Program for Classrooms at South/West Park School for the 2012-2013 School Year.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of (252) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location **501 W. Mt. Oso, Tracy, California.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay **\$ 60.00** per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of **\$15,120.00.** 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 at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed **\$ 0** for the term of this agreement.
 - C. District shall make payment on a [] 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **August 1, 2012**, and shall terminate on **June 30, 2013.**
5. This agreement may be terminated at any time during the term by either party upon (30) days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is 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, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

Consultant Signature (1)	Tracy Unified School District
Social Security Number or TIN number (2)	Date
Date	Title
Title	Account Number to be charged
Address	Department/Site Approval
City/State/Zip	Budget Approval
Phone Number	Date Approved by the Board
Send All Copies to the Business Office	

1 Whenever organizational names are used, the authorized signature must include company title, such as president.

Whenever organizational names are used, the employer IRS Identification Number must be us



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: June 14, 2012
RE: Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for Write Institute Training

BACKGROUND: The WRITE Institute a national Academic Excellence model for sustained professional development in writing. WRITE's integrated curriculum and assessment, aligned with state standards, prepare English Learners and struggling students to write effectively and think critically. This differentiated program for grades K-12 has evolved to support not only the acquisition of academic language for English learners, but also to promote the academic writing that all students need to achieve. The San Joaquin County Office of Education is an approved trainer for the WRITE program. For the 2012-13 school year George Kelly School, along with the District, will be implementing English Language Development strategies specifically designed to meet the needs of long-term English Learners. These classes will be implemented at grades 5th - 8th at Kelly School. The cost for the training is \$600 per person, which includes the instructional materials. This agenda needs to be ratified because the first session of the training occurred on August 8, 2012, just prior to the board meeting.

RATIONALE: One of the areas of need for long-term English learners is in the area of writing. The WRITE Institute units are designed to assist English learners in acquiring academic writing skills. During the 2012-13 school year, the San Joaquin County Office of Education will provide four (4) days of training on WRITE Institute units for the genres of Compare and Contrast, Argumentative (Persuasive Writing), Research and Fictional writing. These trainings will be provided for up to 17 teachers in 5th - 8th grades. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: The total fee not to exceed \$10,200 (\$600.00 per teacher, up to 17 teachers) to be paid with District Title II and EIA funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for Write Institute Training.

PREPARED BY: Dr. Khushwinder Kaur Gill, Principal, George Kelly School

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 San Joaquin County Office of Education, 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 four one-day in services on WRITE Institute units during the 2012-13 school year.

2. Contractor ~~will provide~~ the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 Days(s) (circle one), under the terms of this agreement at the following location Tracy Unified School District

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

a. District shall pay \$600 per HOUR/DAY/FLAT RATE/Participating Teacher (circle one), not to exceed a total of \$10,200 (up to 17 teachers). 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 August 8, 2012, and shall terminate on June 1, 2013.

5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.

6. Contractor shall contact the District's designee, Dr. Khushwinder Gill at (209) 830-3390 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)	Tracy Unified School District
Social Security Number (2)	Date
Date	Title
<u>Mamie Starr or designee, Division Director</u>	
Title	Account Number to be Charged
<u>SJCOE</u>	
Address	Department/Site Approval
<u>PO Box 213030</u>	
	Budget Approval
<u>Stockton, CA</u>	
	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. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 1, 2012
SUBJECT: **Ratify Agreement for Special Contract Services with Continuing Development, Incorporated DBA Choices for Children to Provide Family Support Services for the Families of North Preschool Students from July 1, 2012 – June 30, 2013**

BACKGROUND: Since 2006, the District has received grant funding from First 5 San Joaquin to provide school readiness services including preschool to children (age zero to five) and their families. Building Literacy Together is the current school readiness program and serves children and families living within the attendance boundaries of North, Central, McKinley, Jacobson and South/West Park Schools. A cornerstone of Building Literacy Together is North Preschool, a preschool that serves families who do not qualify for subsidized programs. In addition to preschool, the District partners with Continuing Development, Incorporated DBA Choices for Children to provide family support services for families of students enrolled in North Preschool. The contract with First 5 San Joaquin to fund Building Literacy Together between July 1, 2012 and June 30, 2013 was approved by the TUSD School Board in June 2012. It is necessary to ratify this agenda as the contract began on July 1, 2012, prior to the August 14th Board Meeting.

RATIONALE: Approving this Agreement for Special Contract Services will allow the District to collaborate with Choices for Children to provide family support services that develop and maintain relationships with families enrolled in North Preschool and ensure families receive comprehensive services through their participation in the program. This request supports District Strategic Goal 7: Develop and utilize partnerships to the achieve District goals.

FUNDING: There is no cost to the District; First 5 San Joaquin provides the funding for the Building Literacy Together Project and has allocated up to \$132,788 to finance the services to be provided by Choices for Children for the period July 1, 2012 through June 30, 2013.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Continuing Development, Incorporated DBA Choices for Children to Provide Family Support Services for the Families of North Preschool Students from July 1, 2012 – June 30, 2013

Prepared by: Ms. Brandi Harrold, School Readiness Program Specialist

SERVICES AGREEMENT BETWEEN
CONTINUING DEVELOPMENT INCORPORATED DBA CHOICES FOR CHILDREN AND
TRACY JOINT UNIFIED SCHOOL DISTRICT

BUILDING LITERACY TOGETHER: FAMILY SUPPORT SPECIALIST

This is an agreement between Continuing Development Incorporated DBA Choices for Children (CFC) and Tracy Joint Unified School District (TUSD) to develop an effective working relationship in order to provide the services outlined in the Building Literacy Together contract and funded by First 5 San Joaquin (First 5) to children and families living within the attendance boundaries of the target TUSD elementary schools. This partnership will work toward improving the lives of children age 0-5 and their families in order to help them arrive at Kindergarten ready and able to learn.

I. TERM AND SCOPE:

- A. The term of this agreement shall begin July 1, 2012 and end June 30, 2013. This agreement is renewable on an annual basis; however, either party may terminate at any time upon 30 days written notice.
- B. This agreement represents the entire agreement between the parties and is inclusive of the CFC Scope of Work, Budget, and Budget Narrative as approved. Revisions to this agreement can be done in writing and with mutual consent of the parties.

II. DESCRIPTION OF SERVICES:

- A. General Provisions: CFC agrees to:
 - 1. Work within the approved Scope of Work toward the agreed upon milestones including:
 - a. Provide comprehensive developmental screening for newly enrolled children who are receiving services.
 - b. Work with TUSD staff to facilitate a Parent Advisory Committee meeting a minimum of twice annually.
 - c. Provide Quarterly Health Education Message material (provided by First 5) to children and families on a quarterly basis.
 - d. Complete the online training titled, "Kids and Smoke Don't Mix: A Tobacco Training for Child Care Providers and Preschool Teachers".
 - e. Attend professional growth trainings throughout the year.
 - f. Conduct targeted outreach and utilize culturally and linguistically appropriate program strategies to ensure proportionate representation of targeted Child Signature Project groups (i.e. DLL, children with special needs, and migrant families) in clients served.
 - g. Comply with all data collection and reporting associated with state and local evaluation requirements.
 - h. Work with parents of enrolled preschool students to increase parent knowledge, interest, involvement, and ability to advocate for their child's early learning and school success.
 - i. Collaborate and coordinate with North Preschool staff and parents to foster strong positive relationships among children, families, and staff.
 - j. Attend, participate and/or facilitate parent education events with TUSD staff.
 - 2. Meet regularly with TUSD staff and other program partners.
 - 3. Meet reporting requirements in accordance with First 5 contract requirements.

4. Submit expenditure reports (IBERS) by the 20th of each month, or the next business day if the 20th falls on a weekend or holiday or other mutually agreed upon schedule.
5. Make available any additional agency services that would be useful to serving families and children in this program.

B. General Provisions: TUSD agrees to:

1. Serve as the designated First 5 lead agency for this project and meet reporting and First 5 contract requirements.
2. Provide CFC with a copy of all agreements in which CFC is referenced.
3. Meet regularly with CFC staff.
4. Provide resource materials for parent education events.
5. Reimburse CFC for services rendered in a timely manner upon receipt of a complete invoice. Complete invoices unpaid after 60 days will be considered past due.
6. Forward documents submitted by CFC as required by First 5 such as Scope of Work changes, IBERS, and Budget Revisions in a timely manner.
7. Forward responses and revisions requested of CFC by First 5 as soon as possible to allow CFC adequate notice and time to respond.
8. Hold CFC harmless for fines, penalties, or disallowed costs due to late submissions if CFC submitted a requested report in a timely manner as defined by this agreement and First 5 contract requirements.

Sheila Harrison, Ed.D
Assistant Superintendent of
Educational Services and
Human Resources
Tracy Joint Unified School District

Date

Doris C. Fredericks, MEd, RD, RYT
Executive Director
CDI/Choices For Children

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 26, 2012
SUBJECT: Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS, for the 2012-2013 School Year

BACKGROUND: At present, there is one Tracy Unified School District student attending Stockton Education Center. The number of students attending Stockton Education Center may vary at any given time. Ratification is necessary so that services specified on the student's IEP can be provided in a compliant manner.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the needs of this child. Based on the IEP, this student was placed in a structured setting with a behavioral component not available in the public setting. This request supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for one student for the 2012-2013 school year with per diem costs include 180 days of basic education at \$142.50, 30 days of extended school year at \$142.50 and transportation costs for 210 days at \$85.00, for a total of \$47,775.00. Non-public tuition expenses are budgeted in account number # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS, for the 2012-2013 School Year

Prepared by: Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 30, 2012
SUBJECT: Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS for the 2012-2013 School Year

BACKGROUND: The Board has approved a Master Contract with Children's Home of Stockton for the last fourteen years. At present, there are six (6) Tracy Unified School District students attending Children's Home of Stockton. The number of students attending Children's Home may vary at any given time. Ratification of this agenda item is necessary so that services specified on IEPs can be provided in a compliant manner.

RATIONALE: These children were placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. This request supports District Strategic Goal 3: Provide a safe and equitable learning environment for all students and staff, and District Strategic Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for the 2012-2013 school year include costs for six (6) students with 180 days of basic education at \$138.75 per day, 30 days of extended school year education at \$138.75 per day and 210 days of transportation at \$39.96 per day for a total of \$225,174.60. Non-public tuition expenses are budgeted in account number # 01-6500-0-15750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS for the 2012-2013 School Year

Prepared by: Janet Skulina, Ed.D, Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: August 4, 2012
SUBJECT: Approve the Spring 2012-2013 Consolidated Application for the Tracy Unified School District

BACKGROUND: Each year, the District is required to submit to the State Department of Education a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally-funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners), and State-funded programs including Economic Impact Aid (EIA). The Spring 2012-2013 Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Site Plans containing specific goals, programs, and budgets are submitted to the School Board for approval.

RATIONALE: This year, the California Department of Education, (CDE) has implemented a new reporting program, Consolidated Application Reporting System (CARS). Implementation of this program delayed the reporting period until May 1, 2012. State law requires local Governing Board approval. This agenda item supports District Goal # 1: Prepare all students for college and careers, Goal # 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and Goal # 5: Continuously improve fiscal, facilities and operational processes; and Goal # 7: Develop and utilize partnerships to achieve District goals. The Spring 2012-2013 Consolidated Application form is under separate cover.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve the Spring 2012-2013 Consolidated Application for the Tracy Unified School District

Prepared by: Linda Dopp, Director of Alternative Programs

California Department of Education**Consolidated Application**

Tracy Joint Unified (39 75499 0000000)

Status: Certified
Saved by: Jill Carter
Date: 7/5/2012 1:24 PM**2012-13 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/fo/r5/ca11assurances.asp>.

CDE Program Contact:Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640**LEA Plan**

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan.

State Board of Education approval date	7/11/2003
LEA Plan Web Site	www.tracy.k12.ca.us

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Linda Borengo-Dopp
Authorized Representative's Title	Director of Alternative Programs
Authorized Representative Signature Date	07/05/2012

California Department of Education**Consolidated Application**

Tracy Joint Unified (39 75499 0000000)

Status: Certified
Saved by: Jill Carter
Date: 7/5/2012 12:53 PM**2012-13 Protected Prayer Certification**

ESEA Title I, Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269
Mary Payne, District Improvement Office, MPayne@cde.ca.gov, 916-319-0379

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Linda Borgano-Dopp
Authorized Representative Title	Director of Alternative Programs
Authorized Representative Signature Date	06/18/2012
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

2012-13 Application for Funding**CDE Program Contact:**Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/14/2012
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Luis Floriano
DELAC review date	08/07/2012
Meeting minutes web address Please enter the web address of DELAC review meeting minutes. If the review minutes are posted to the LEA's web site and the address provided here, they will not need to be loaded to CAIS.	www.tracy.k12.ca.us
DELAC comment If an advisory committee refused to approve the application, or if DELAC approval is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A LEP	Yes

California Department of Education

Tracy Joint Unified (39 75499 0000000)

Consolidated Application

Status: Certified
Saved by: Jill Carter
Date: 7/5/2012 1:12 PM

2012-13 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 3102 SACS 4203	
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California Department of Education

Tracy Joint Unified (39 75499 0000000)

Consolidated ApplicationStatus: Certified
Saved by: Jill Carter
Date: 7/5/2012 1:20 PM**2012-13 Title III, Part A LEP Proposed Obligations**

This data collection captures proposed expenditures for the coming year, based on the projected entitlement amount.

CDE Program Contact:Patty Stevens, Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838Michele Anberg-Espinosa, Language Policy & Leadership Office, MAnbergespinosa@cde.ca.gov, 916-323-4872

Proposed entitlement:	\$426,427
Object Code - Activity	
1000-1999 Proposed certificated personnel salaries	\$264,497
2000-2999 Proposed classified personnel salaries	
3000-3999 Proposed employee benefits	\$33,880
4000-4999 Proposed books and supplies	\$49,522
5000-5999 Proposed services and other operating expenditures	\$70,000
Proposed administrative and indirect costs	\$8,528
Total proposed obligations	\$426,427

California Department of Education

Tracy Joint Unified (39 75499 0000000)

Consolidated Application

Status: Certified

Saved by: Jill Carter

Date: 7/5/2012 1:12 PM

2012-13 Other ESEA Nonprofit Private School Participation

The LEA must provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below.

CDE Program Contact:Laura Nelson, Title II Leadership, lnelson@cde.ca.gov, 916-319-0229Patty Stevens, Language Policy & Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Note: The programs displayed below may vary based on Application for Funding selections.

School Name	School Code	Enrollment	Title II Part A	Title II Part D 2009-10 Carryover Funds	Title III Part A LEP
Bella Vista Christian Academy	6200026	181	Y	N	N
St. Bernard's Catholic Elementary	6978324	264	Y	N	N
Tracy Seventh-day Adventist Christian	6978399	36	N	N	N
West Valley Christian Academy	7094634	219	N	N	N

California Department of Education

Tracy Joint Unified (39 75499 0000000)

Consolidated Application

Status: Certified
Saved by: Jill Carter
Date: 7/5/2012 1:13 PM

2012-13 Title I, Part A Nonprofit Private School Participation**CDE Program Contact:**

Jyoti Singh, Title I Policy & Program Guidance, jsingh@cde.ca.gov, 916-319-0372
Laura Nelson, Title II Leadership, lnelson@cde.ca.gov, 916-319-0229

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students would attend nonprofit private schools outside the LEA's boundaries. The school list below includes all nonprofit private schools within the LEA's attendance area, to add a nonprofit private school outside of the LEA's boundaries, click on Add a School below.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Bella Vista Christian Academy	6200026	181	N	N		N	N	N
St. Bernard's Catholic Elementary	6978324	264	Y	Y	16	Y	N	N
Tracy Seventh-day Adventist Christian	6978399	36	N	N		N	N	N
West Valley Christian Academy	7094634	219	N	N		N	N	N

California Department of Education

Tracy Joint Unified (39 75499 0000000)

Consolidated Application

Status: Certified

Saved by: Jill Carter

Date: 7/5/2012 1:18 PM

2012-13 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

CDE Program Contact:Geoffrey Ndirangu, EIA / LEP, gndirang@cde.ca.gov, 916-323-5831Don Taylor, State Compensatory Education (SCE), dtaylor@cde.ca.gov, 916-319-0296

Group schools by grade span

Yes

Funding method

LEP Only

NOTE: If the LEA has selected to fund LEP Only, no additional action or data entry is required for the EIA School Allocation Plan. The Plan should be saved in order to certify the data collection.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %
Central Elementary	6042832	1	512	392	76.56	253	49.41
McKinley Elementary	6042857	1	415	278	66.99	186	44.82
North Elementary	6042865	1	868	624	71.89	347	39.98
South/West Park Elementary	6042881	1	993	778	78.35	577	58.11
Louis J. Villalovoz Elementary	6106488	1	623	343	55.06	246	39.49
Melville S. Jacobson Elementary	6107973	1	654	362	55.35	262	40.06
Gladys Poet-Christian Elementary	6108997	1	627	213	33.97	93	14.83
Louis A. Bohn Elementary	6110530	1	502	235	46.81	128	25.50
Wanda Hirsch Elementary	6114490	1	618	189	30.58	107	17.31
Art Freiler	6118699	1	959	327	34.10	263	27.42
George Kelly Elementary	0108357	1	1121	326	29.08	212	18.91
Monte Vista Middle	6042840	2	910	557	61.21	298	32.75
Earle E. Williams Middle	6109003	2	1191	552	46.35	302	25.36

2012-13 Economic Impact Aid School Funding Plan

Based on information provided in the School Student Counts Projected data collection, the table below provides eligibility and ranking information.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Projected LEP Students	LEP %
Excel High	3930294	3	7	2	28.57	3	42.86
Merrill F. West High	3930302	3	2212	1081	48.87	395	17.86
Duncan-Russell Continuation	3937976	3	41	20	48.78	7	17.07
Tracy High	3938008	3	1937	583	30.10	361	18.64
Willow Community Day	3930393	3	47	0	0.00	9	19.15
George and Evelyn Stein Continuation	0114140	3	150	97	64.67	47	31.33
John C. Kimball High	0119040	3	2175	384	17.66	87	4.00

California Department of Education

Tracy Joint Unified (39 75499 0000000)

Consolidated Application

Status: Certified

Saved by: Jill Carter

Date: 7/5/2012 1:19 PM

2012-13 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school

CDE Program Contact:

Larry Boese, Title I Monitoring & Support, lboese@cde.ca.gov, 916-319-0257

Monique Moton, Title I Monitoring & Support, mmoton@cde.ca.gov, 916-319-0733

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

a - Meets 35% Low Income Requirement

b - Magnet School

c - Funded by Other Allowable Sources

d - Desegregation Waiver on File

e - Grandfather Provision

f - Feeder Pattern

Group Schools by Grade Span

Yes

District-wide Low Income %

44.34%

Grade Span 1 Low Income %

51.53%

Grade Span 2 Low Income %

52.78%

Grade Span 3 Low Income %

32.99%

48

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
South/West Park Elementary	6042881	1	993	778	78.35	Y	Y	1	Y		
Central Elementary	6042832	1	512	392	76.56	Y	Y	2	Y		
North Elementary	6042865	1	868	624	71.89	Y	N	3	Y		
McKinley Elementary	6042857	1	415	278	66.99	Y	N	4	Y		
Melville S. Jacobson Elementary	6107973	1	654	362	55.35	Y	N	5	Y		

2012-13 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Louis J. Villalovoz Elementary	6106488	1	623	343	55.06	Y	N	6	Y		
Louis A. Bohn Elementary	6110530	1	502	235	46.81	Y	N	7	N		
Art Freller	6118699	1	959	327	34.10	N	N	8	N		
Gladys Poet-Christian Elementary	6108997	1	627	213	33.97	N	N	9	N		
Wanda Hirsch Elementary	6114490	1	618	189	30.58	N	N	10	N		
George Kelly Elementary	0108357	1	1121	326	29.08	N	N	11	N		
Monte Vista Middle	6042840	2	910	557	61.21	Y	N	1	Y		
Earle E. Williams Middle	6109003	2	1191	552	46.35	Y	N	2	N		
George and Evelyn Stein Continuation	0114140	3	150	97	64.67	Y	N	1	Y		
Merrill F. West High	3930302	3	2212	1081	48.87	Y	N	2	N		
Duncan-Russell Continuation	3937976	3	41	20	48.78	Y	N	3	N		
Tracy High	3938008	3	1937	583	30.10	N	N	4	N		
Excel High	3930294	3	7	2	28.57	N	N	5	N		
John C. Kimball High	0119040	3	2175	384	17.66	N	N	6	N		
Willow Community Day	3930393	3	47	0	0.00	N	N	7	N		



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 2, 2012
SUBJECT: Approve Agreement for Special Contract Services between DataWORKS Educational Research and Central School for the 2012-2013 School Year

BACKGROUND: Central School has contracted with DataWORKS Educational Research in the past. The staff recognizes that their assistance and consultation helped Central teachers to focus on teaching the standards and improve instructional practices. This then resulted in improving student achievement.

RATIONALE: Central School is committed to improving teacher instruction of the state standards and closing the achievement gap. The outcome of the EDI (Explicit Direct Instruction) Lesson Demonstrations and EDI Video Analysis with DataWORKS Educational Research will result in improving EDI instruction at Central School. DataWORKS Educational Research will demonstrate EDI lessons and coach teachers who will present EDI lessons. Each grade level will also receive Video Analysis time to go step by step over EDI lessons with a DataWORKS consultant. DataWORKS will provide five (5) days of training, beginning September 4, 2012, through October 11, 2012. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Site Categorical funding, Title 1 will fund this cost. The total amount paid to DataWORKS Educational Research will not exceed \$17,500.

RECOMMENDATION: Approve Agreement for Special Contract Services between DataWORKS Educational Research and Central School for the 2012-2013 School Year

Prepared by: Nancy Morgan Link, Central School Principal.

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 DataWORKS 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 ongoing Staff Development in Explicit Direct Instruction to improve instructional practices and thus increasing student achievement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: Central School, 1370 Parker Avenue, 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 \$17,500.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of

\$ 17,500.00. 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 Sept 4, 2012, and shall terminate on October 11, 2012.

5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.

6. Contractor shall contact the District's designee, Nancy Morgan Link at (209) 830-3303 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)	Tracy Unified School District
Social Security Number (2)/Tax ID #	Date
Date	Title
Title	Account Number to be Charged
Address & Phone #	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. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: July 31, 2012
SUBJECT: Approve Agreement for Special Contract Services for Nancy Fetzter to Provide Four Full Days of Coaching for Teachers in Writing Strategies for Hirsch Elementary School

BACKGROUND: Through program evaluation and the results of District and State assessments, Hirsch staff has identified the need to work on building a more comprehensive writing program. Our goal is to provide instructional training and certification for teachers in writing strategies and structures for all students but specifically for English Learners. Ms. Fetzter has provided Hirsch teachers coaching in building academic language and writing strategies in a one-day workshop in June, 2012. She will work with grade level teams to plan and sequence their writing curriculum for the 2012-13 school year.

RATIONALE: Hirsch School is committed to improving teacher instruction of the state standards and closing the achievement gap. The rationale to conduct writing training is to improve student achievement in English Language Arts (ELA). The outcome will be to move all students to proficient or above in ELA in state standardized and District benchmark assessments. The expectation in primary grade levels is that students will increase their academic oral language and become independent writers. They will utilize the unique multisensory alphabet system that enables students to hear and feel letter sounds so that they immediately begin to write. Students will learn how to use the writing strategies and instructional tools to build vocabulary, sentences and paragraphs. In the upper grades students will use the unique Plan, Talk, and Write System. With Nancy Fetzter writing, every child can write at grade level, with various amounts of support, using dynamic graphic organizers that systematically bridge from sentences to paragraphs and finally the 5-paragraph essay. Ms. Fetzter has presented at state-wide conferences and is a highly respected writing coach. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: District Title 2 Staff Development Funds will provide \$3,400.00 to cover the cost of four-full day workshops from November 27-30, 2012.

RECOMMENDATION: Approve Agreement for Special Contract Services for Nancy Fetzner to Provide Four Full Days of Coaching for Teachers in Writing Strategies for Hirsch Elementary School.

Prepared by: Andrea Silva, Principal, Hirsch Elementary School

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 Nancy Fetzer 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 ongoing Staff Development in Reading and Writing to improve instructional practices and thus increasing student achievement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: Hirsch School in Tracy, CA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$3,400 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 3,400. 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 August 13, 2012, and shall terminate on June 30, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Andrea Silva at (209) 830-3312 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)	Tracy Unified School District
Social Security Number (2)/Tax ID #	Date
Date	Title
Title	Account Number to be Charged
Address & Phone #	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. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources.
DATE: August 2, 2012
SUBJECT: Approve Agreement for Special Contract Services with Nancy Fetzter to Provide Continued Staff Development Training in Reading and Writing Instructional Practices to Teachers at Central Elementary School for the 2012-2013 School Year

BACKGROUND: Ms. Fetzter has been providing Central teachers coaching in building language and writing strategies for the past several years. Teachers have found this training to be very beneficial. This summer nine teachers attended a Nancy Fetzter writing Workshop. Through program evaluation and the results of District and State assessments, we have identified the need to work on building a more comprehensive writing program. Staff finds Ms. Fetzter's strategies for building language and instructional strategies very useful and effective. Thus, staff has requested that Ms. Fetzter model writing lessons, provide critical feedback on teacher instruction of writing and reading during the 2012/2013 school year. Data shows more students are improving their reading skills, however, comprehension skills still need to be improved. Ms. Fetzter will provide five (5) days of Staff Development training in Reading and Writing to improve instructional practices, thus increasing student achievement. In addition, she will continue to work with grade level teams to plan and sequence their writing and reading curriculum for the year. This training will occur between September 24, 2012, and October 1, 2012.

RATIONALE: Central is a Title I school and is not yet out of Program Improvement. The students routinely perform below District standards on writing assessments. However, after having Nancy Fetzter work with staff, the writing scores have improved. Ms. Fetzter has presented at state-wide conferences and is a highly respected writing coach. Central School requests approval to retain Ms. Fetzter's services to provide training for Central teachers. This training supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #6: Develop and Support a high performing workforce.

FUNDING: Site categorical funding and district funding. The School Site EIA shall pay the \$8750.00 cost for the five (5) days of training.

RECOMMENDATION: Approve Agreement for Special Contract Services with Nancy Fetzner to Provide Continued Staff Development Training in Reading and Writing Instructional Practices to Teachers at Central Elementary School for the 2012-2013 School Year

Prepared by: Nancy Morgan Link, Principal, Central School

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 Nancy Fetzner 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 ongoing Staff Development in Reading and Writing to improve instructional practices and thus increasing student achievement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: Central School.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$8,750.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 8,750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [☒] 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 Sept 24, 2012, and shall terminate on October 1, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Nancy Morgan Link at (209) 830-3303 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)	Tracy Unified School District
Social Security Number (2)/Tax ID #	Date
Date	Title
Title	Account Number to be Charged
Address & Phone #	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. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: August 2, 2012
SUBJECT: Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at South/West Park Elementary School for the 2012-2013 School Year.

BACKGROUND: At the conclusion of each school year the staff of South/West Park Elementary School evaluates the effectiveness of the School Plan. In doing so, the school administration determined that there is a critical need for counseling services at South/West Park School. The School Site Council approved a total of \$20,400 of Title I funds to be used to provide counseling at South/West Park School during the 2012-2013 school year.

RATIONALE: We are requesting the counseling services of Valley Community Counseling Services. These counselors will provide up to 340 hours of counseling services. They will work with children struggling with such issues as divorced parents, social adjustment, loneliness, and drug dependent families. In order for students to benefit from school they need help and support in dealing with these issues. Valley Community Counseling Services is able to provide these services in both Spanish and English. This supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The total cost of this program is \$20,400 (340 hours x \$60.00 per hour) and will be paid with Site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Counseling at South/West Park Elementary School for the 2012-2013 School Year.

Prepared by: Ramona Soto, South/West Park School Principal.

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

1. Contractor shall perform the following duties: Provide counseling services at South/West Park School for the 2012-2013 School Year.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of (340) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 501 W. Mt. Oso, Tracy, California.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay \$ 60.00 per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$20,400.00. 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 at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - C. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on August 15, 2012, and shall terminate on June 30, 2013.
5. This agreement may be terminated at any time during the term by either party upon (30) days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is 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, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

Consultant Signature (1)	Tracy Unified School District
Social Security Number or TIN number (2)	Date
Date	Title
Title	Account Number to be charged
Address	Department/Site Approval
City/State/Zip	Budget Approval
Phone Number	Date Approved by the Board

Send All Copies to the Business Office

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

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 4, 2012
SUBJECT: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School for the 2012 – 2013 School Year

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically-diverse parents of K-12 children to take a participatory role in their children's education. Providing PIQE at John C. Kimball High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports District Goal #7 – Develop and utilize partnerships to achieve District Goals.

FUNDING: The District shall pay \$5,000 for the first class, and \$2,000 for one additional class running concurrently, not to exceed a total of \$7,000. The cost of these classes will be paid out of Title I designated funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School for the 2012 – 2013 School Year

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

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 Parent Institute for Quality Education, 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: PIQE will provide classes for parents of John C. Kimball High School designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Nine Sessions (9) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location John C. Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 5,000.00 for the first class, and \$ 2,000 each for up to one (1) other class running concurrently per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$ 7,000.00. 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 August 29, 2012, and shall terminate on October 24, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Barbara Silver at (209) 832-6600 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:

Consultant Signature (1)

Social Security Number (2)

Address

Tracy Unified School District

Date

Title

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: July 31, 2012
SUBJECT: Approve Agreement for Special Contract Services with Scholastic, Inc. for English 3D Follow-up Implementation Training on October 2 and November 6, 2012

BACKGROUND: During the 2011-12 school year an Academic Language and Support (ALAS) class was piloted at Kimball High, Monte Vista, Williams, Kelly and North. This class is an elective support class aimed at filling the academic gaps of students who are Long-Term English Learners (LTELs). The primary purpose of the class is to support students in their core English class. One of the academic gaps experienced by LTELs is in the area of academic language. The District purchased a supplemental curriculum which addresses this gap. The curriculum is English 3D published by Scholastic, Inc. This curriculum will be used in all of the ALAS classes for grades 9th and 10th at Kimball High, Tracy High, and West High, as well as ALAS classes for grades 6th – 8th at North, Kelly, Monte Vista and Williams during the 2012-13 school year. There will be 18 teachers teaching ALAS classes.

RATIONALE: An essential component of implementing this supplementary academic language program is to provide professional development to teachers on the strategies used in the program. Scholastic offers three days of professional development for English 3D. The initial training was held as part of the purchase of the program in June 2012. That initial Day 1 training provided an overview of the program materials and procedures. There are two follow-up trainings that will be provided this fall as teachers begin to use the program. The Day 2 training will be held on October 2nd. This training will focus on teaching the specific units and will address any implementation issues teachers have experienced in the first 6 weeks of school. The Day 3 training will be held on November 6th. That day will focus on the writing component of the program, as well as any implementation issues. The ALAS teachers will be released with subs to attend the training, which will be provided in the District by a Scholastic trainer. This supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: \$5,798 paid by Title III funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Scholastic, Inc. for English 3D Follow-up Implementation Training on October 2 and November 6, 2012

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 Scholastic, Inc., 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 2 days inservice on Scholastic English 3D Curriculum on October 2, 2012 and November 6, 2012.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 Days(s) (circle one), under the terms of this agreement at the following location Staff Development Training Room, District Service Center
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$2,899 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 5,798. 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 August 15, 2012, and shall terminate on November 7, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3202 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)

July 5, 2012
Date

Jacqui Celsi, Account Executive, Scholastic Inc
Title

P.O. Box 7502
Address

Jefferson City, MO 65102-9968

(800) 724-6527

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.



PRICE QUOTATION

Scholastic Inc., P.O. Box 7502, Jefferson City, MO 65102-9968 Phone: (800) 724-6527 Fax: (800) 560-6815

Prepared for: Anderson-Woo, Carol, Director of Curriculum, Accountability, and Contin Tracy Unified School District 1875 W Lowell Ave Tracy, CA 95376 (209) 830-3200 x1502 cwoo@tusd.net	Prepared by: Jacqui Celsi Account Executive (916) 214-3948 jcelsi@scholastic.com	Date: 6/11/2012
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Description or Title	ISBN #	Unit Price	QTY	Subtotal	Discount	Total
English 3D Professional Development						
English 3D Follow-Up Implementation Training Day 2 (up to 20 participants, 7 hours)	542297	\$2,899.00	1	\$2,899.00	\$0.00	\$2,899.00
English 3D Follow-Up Training Day 3 (up to 20 participants, 7 hours)	542295	\$2,899.00	1	\$2,899.00	\$0.00	\$2,899.00
				Subtotal	\$5,798.00	\$5,798.00
					Shipping & Handling	\$0.00
					Sales Tax	\$0.00
					TOTAL	\$5,798.00

Please fax order to 916-405-3531

Terms and Conditions: State law requires that sales tax be added to your order unless we have a sales tax exemption certificate on file. Scholastic's terms are FOB shipping point unless otherwise noted on the purchase order. Customers must notify Scholastic in writing no less than five (5) business days in advance of any cancellation or rescheduling of training, in-classroom support, or other onsite services. If such notice is not received by Scholastic, customers will be charged (or forfeit prepayment) for cancelled or missed days. Unless otherwise noted, all services must be delivered within 24 months of purchase.

Page 1 of 1



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: June 8, 2012
SUBJECT: Approve Agreement for Special Contract Services for Nancy Fetzner to Provide Four Days of Coaching for George Kelly Teachers in Writing Strategies from November 27 – 30, 2012

BACKGROUND: Through program evaluation and the results of District and State assessments, George Kelly staff has identified the need to work on building a more comprehensive writing program. Our goal is to provide instructional training and certification for teachers in writing strategies and structures for all students but specifically for English Learners. Ms. Fetzner has provided Kelly teachers coaching in building academic language and writing strategies in a one-day workshop in June, 2012. She will work with grade level teams to plan and sequence their writing curriculum for the 2012-13 school year.

RATIONALE: George Kelly School is committed to improving teacher instruction of the state standards and closing the achievement gap. The rationale to conduct writing training is to bring students' scores up in English Language Arts (ELA). The outcome will be to move all students to proficient or above in ELA in state standardized and District benchmark assessments. The expectation in primary grade levels is that students will increase their academic oral language and become independent writers. They will utilize the unique multisensory alphabet system that enables students to hear and feel letter sounds so that they immediately begin to write. Students will learn how to use the writing strategies and instructional tools to build vocabulary, sentences and paragraphs. In the upper grades students will use the unique Plan, Talk, and Write System. With Nancy Fetzner writing, every child can write at grade level, with various amounts of support, using dynamic graphic organizers that systematically bridge from sentences to paragraphs and finally the 5-paragraph essay. Ms. Fetzner has presented at state-wide conferences and is a highly respected writing coach. This request supports District Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between identified student subgroups is closed and District Goal #6: Develop and support a high performing workforce.

FUNDING: District Title II Staff Development Funds will provide \$3,400.00 to cover the cost of four full day workshops from November 27 - 30, 2012.

RECOMMENDATION: Approve Agreement for Special Contract Services for Nancy Fetzer to Provide Four Days of Coaching for George Kelly Teachers in Writing Strategies from November 27 – 30, 2012

Prepared by: Khushwinder K. Gill, Principal, George Kelly School

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 Nancy Fetzer 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 ongoing Staff Development in Reading and Writing to improve instructional practices and thus increasing student achievement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days HOURS/DAY (s)/FLAT RATE (circle one), under the terms of this agreement at the following location: Central School.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$3,400 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 3,400.00. 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 \$ 0 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, 2012, and shall terminate on June 1, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Khushwinder Gill at (209) 830-3390 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)

Tracy Unified School District

Social Security Number (2)/Tax ID #

Date

Date

Title

Title

Account Number to be Charged

Address & Phone #

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. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 29, 2012
SUBJECT: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Jacobson Elementary School

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connect families, schools and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically-diverse parents of K-12 school children to take a participatory role in their children's education. PIQE was piloted at Jacobson Elementary School in 2010 and was very successful and appreciated. Offering PIQE again will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports District Strategic Goal #7: Develop and utilize partnerships to achieve District goals and School Site Goal #4: Parent Involvement: Strategies to encourage parent involvement and provide parent education.

FUNDING: The school site shall pay \$5,000 for the 1st class and \$2,000, (if class needs to be run concurrently), not to exceed a total of \$7,000. The cost of these classes will be paid out of Title I/EIA designated funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Jacobson Elementary School

Prepared by: Cindy Sasser, Principal, Jacobson Elementary School

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 Parent Institute for Quality Education (PIQE) , 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: PIQE will provide classes for parents of Jacobson Elementary School designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Nine Sessions (9) **DAY(s)** (circle one), under the terms of this agreement at the following location Jacobson Elementary School in Tracy, CA .
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$5,000.00 for the first class (9 Sessions), and \$2,000 each for up to one (1) other class running concurrently (9 Sessions) per **HOURLY/DAY/FLAT RATE** (circle one), not to exceed a total of \$7,000.00 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 is included in the contractors flat rate fee 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 August 28, 2012 , and shall terminate on October 23, 2012 .
5. This agreement may be terminated at any time during the term by either party upon thirty days written notice.
6. Contractor shall contact the District's designee, Cindy Sasser at (209) 830-3315 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

Tracy Unified School District

Social Security Number

Date

Title Account Number to be Charged:

Address 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.



SERVICES ACCEPTANCE

MEMORANDUM OF UNDERSTANDING

To: Cindy Sasser -Principal

From: Teresa Guerrero, Executive Director

Date: May 23, 2012

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Jacobson Elementary School agree as follow:

RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Location: Jacobson Elementary School
- C. Period of Performance Aug 2012 - Oct 2012
- D. Compensation: \$5, 000 for the first class up to 30 parents (those parents who attend 4 or more sessions during the nine-week parent involvement program). ASSESTS
- E. In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshment to be provide to the parents

I accept these services at Jacobson Elementary in the Manteca Unfired School District under the terms and conditions noted.

Cindy Sasser
Cindy Sasser-Principal

5/23/12
Date

Parent Institute Representative:

Teresa Guerrero
Teresa Guerrero, Executive Director PIQE

**PARENT INSTITUTE FOR QUALITY EDUCATION
DIRECTORS
PROCEDURE CHECK LIST**

Executive Director: Teresa Guerreo **District:** Manteca Unified School **Quarter:** Fall 2012

School Name: Jacobson ELEM		Principal's Name: Cindy Sasser		
Address: 1750 W. Kavanagh Ave Tracy CA 95375 Phone: 209-830-3315 Fax:				
Enrollment:	% Hispanic:	% Anglo:	Other:	Goal:
Please Circle Day:	Tuesday	Wednesday	Thursday	Other:
Time AM:	8:00-9:30 or 8:30-10:00	8:00-9:30 or 8:30-10:00	8:00-9:30 or 8:30-10:00	
Time PM:	6:00-7:30 or 6:30-8:00	6:00-7:30 or 6:30-8:00	6:00-7:30 or 6:30-8:00	
Planning Session Date: 8/24 8/28		Forum Date: 8/24 10/16		Graduation Date: 8/24 10/23
Indicate Any Combination of Sessions*. Spring Break March 31				
Notebook Overview				
Parent Meeting:	PTA		Date: 8/23	Time: 6:30
Faculty Meeting:			Date: 8/20	Time: 3:15
Number of Room:	A.M.:		P.M.: Multi-Room	Other:
Roster Pick-Up Date: back to school night				
Memo of Understanding Due:				
Eleven Items the School Provides				
<p>Budget and payment process (\$5,000 9week program)</p> <p>Refreshment, coffee, and cookies. (for the first meeting and graduation day only)</p> <p>Childcare for the morning and evening sessions.</p> <p>Classroom space for 35 – 45 parents per classroom. In some cases classes are conducted with less than 35 parents per classroom. The minimum number of parents to open a class in any language is 15.</p> <p><input checked="" type="checkbox"/> Provide the student enrollment roster, one month prior to the first class. The roster must include the name of the parents, student address and phone numbers in alphabetical order with primary language.</p> <p><input checked="" type="checkbox"/> Send to parents the attached letters approximately one week prior to the first class.</p> <p>School profile description of special programs the school offers and the accountability report card (SARC).</p> <p><input checked="" type="checkbox"/> Prepare and conduct the FORUM on week # 8</p> <p>Invite a graduation speaker (5 minute speech); provide graduation program and entertainment if available at the school.</p> <p><input checked="" type="checkbox"/> Fill out and fax school basic information.</p> <p><input checked="" type="checkbox"/> Consultant Agreement, Copy of Contract and PURCHASE ORDER number (If available).</p>				
Principal Signature:		PIQE/Representative Signature: Teresa Guerreo		
Name of your school staff that will be assisting the Parent Institute:				
Comments				
Back To School Aug 16 @ 6-7:30				

*Session Combinations require Executive Approval:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: July 26, 2012
SUBJECT: Approve Agreement for Special Contract Services for Nancy Fetzer To Provide Five Full Days of Coaching for Teachers in Writing Strategies at Jacobson Elementary School on October 29, 30, 31, November 1, and 2, 2012

BACKGROUND: Through program evaluation and the results of District and State assessments, Jacobson staff has identified the need to work on building a more comprehensive writing program. Jacobson staff has worked with Nancy Fetzer the past two school years and continuing training will further their ability to help students in the area of writing. Ms. Fetzer will model writing lessons for teachers and will work with grade level teams to plan and sequence their writing curriculum.

RATIONALE: Jacobson is a Title 1 school, and despite academic growth, many students perform below District standards on writing assessments. Ms. Fetzer has presented at state-wide conferences and is a highly respected writing coach. Jacobson staff is requesting approval to have this consultant work with Jacobson teachers. This staff development supports Strategic Goal #1: Ensure students are prepared for college and careers and that all students meet or exceed grade level standards and the achievement gap is closed (PDSA) and # 3 – Professional Development: Provide an articulated, sustained plan of professional development activities designed to build the school's capacity to support programs and achieve goals.

FUNDING: The \$8,500.00 cost will be paid by Site Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services for Nancy Fetzer To Provide Five Full Days of Coaching for Teachers in Writing Strategies at Jacobson Elementary School on October 29, 30, 31, November 1, and 2, 2012.

Prepared by: Cindy Sasser, Principal, Jacobson Elementary School.

**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

Nancy Fetzer, 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 five full days of coaching for teachers in writing strategies at Jacobson School on October 29, 30, 31, and November 1 and 2, 2012.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of five (5) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location
Jacobson Elementary School in Tracy, CA.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

a. District shall pay \$8,500.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of

\$8,500.00 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 is included in the contractors flat rate fee 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 October 29, 2012, and shall terminate on November 2, 2012.
5. This agreement may be terminated at any time during the term by either party upon thirty days written notice.
6. Contractor shall contact the District's designee, Cindy Sasser at (209) 830-3315 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:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

Title

01-3010-0-1110-1000 5800-250-3304
Account Number to be Charged:

Address

Department/Site 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.

File: CntrctSrvcs.dot
Disk: S:\shared



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 31, 2012
SUBJECT: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2012

BACKGROUND: Pursuant to the Williams Settlement, the Valenzuela Settlement, and California Education Code Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, 3) a properly credentialed teacher for every classroom and 4) intensive remediation for up to two years for students who have completed grade 12 but not passed the California High School Exit Exam. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams/Valenzuela uniform complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams/Valenzuela settlements during the April 16, 2012 – July 15, 2012 reporting period.

RATIONALE: The quarterly report for the period of April 16, 2012 through July 15, 2012 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 District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

FUNDING: No cost

RECOMMENDATION: Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for the Quarter Ending July 15, 2012

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

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

District: Tracy Joint Unified School District

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

Quarterly Report Submission Date: ☐ January 17, 2012
 (check one) ☐ April 16, 2012
☒ July 16, 2012
☐ October 15, 2012

Date for information to be reported publicly at governing board meeting: August 14, 2012

Please check the box that applies:

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

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

Dr. James Franco
 Print Name of District Superintendent

James Franco
 Signature of District Superintendent

7/13/12
 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 31, 2012
SUBJECT: **Ratify Master Contract and Individual Services Agreement with Central Valley Training Center, NPS for the 2012-2013 School Year**

BACKGROUND: At present, there is one Tracy Unified School District student attending Central Valley Training Center, NPS. The number of students attending CVTC may vary at any given time. The IEP team for the student determined his needs could not be met in a public school placement at this time. Ratification is necessary so that services specified on the IEP can be provided in a compliant manner.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the needs of these children. Based on the IEP, these students were placed in a structured setting with a behavioral component not available in the public setting. This request supports District Goal 3: Provide a safe and equitable learning environment for all students and staff and Goal 7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for the student for the 2012-2013 school year with per diem costs include 180 days of basic education at \$86.38 and 30 days of extended school year at \$ 86.38 for a total of \$18,139.80. Non-public tuition expenses are budgeted in account number is # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreement with Central Valley Training Center, NPS for the 2012-2013 School Year

Prepared by: Janet Skulina, Ed.D, Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 31, 2012
SUBJECT: Ratify Agreement for Special Contract Services with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2012-2013 School Year

BACKGROUND: Under the provisions of AB114, school districts must now provide any mental health services necessary for students with disabilities to receive FAPE or benefit from the special education program. Ms. Moore has a lengthy history with Tracy Unified School District (TUSD) and as a Board Certified Behavior Analyst and a licensed Marriage and Family Therapist; Ms. Moore presents unique skills to assist TUSD in developing programs to meet the mental health needs of our students, especially students with autism, as required by the new AB114. Ratification of the Agreement for Special Contract Services is necessary at this time because services are currently being provided by Allyson Moore.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEP's. TUSD is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the new AB114 regulations. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Expenses for this contract are billed at \$100.00 per hour. Total contract expenses will not exceed a total of \$3,000 from July 1, 2012 through June 30, 2013. Funding for Mental Health expenses are budgeted in account #01-6512-0-5750-1110-4300-810-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Allyson Moore, Behavior Consultant for Mental Health Evaluations for the 2012-2013 School Year

Prepared by: Dr. Janet Skulina, 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 Allyson Moore, 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 mental health evaluation as a licensed MFT and concurrent behavior analysis related to emotional needs for student and family.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **30 HOURS per year**, 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 \$ 100.00 per **HOURLY**, not to exceed a total of **\$ 3,000**. 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 \$ 0 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, 2012, and shall terminate on June 30, 2013.
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, Dr. Janet Skulina (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)

Signature, Tracy Unified School District

Social Security Number (2)

Date

Date

Dr. Janet Skulina Director of Special Education
Title

Title

01-6500-0-5750-1180-5800-800-2542
Account Number to be Charged

Address

Budget Approval

Services

Dr. Casey Goodall, Asst. Superintendent, Business

Title

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. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 31, 2012
SUBJECT: Ratify Master Contract with Options in Education, NPS for the 2012-2013 School Year

BACKGROUND: Two students with significant behavioral and emotional needs had been placed at Options in Education, a non-public school, during the 2010-2011 school year. These students continued at Options in Education for the 2011-2012 school year. Ratification of the Master Contract is necessary at this time so that services specified on the IEPs can be provided in a compliant manner for the upcoming 2012-2013 school year as this continues to be the appropriate placement for these students.

RATIONALE: Less restrictive settings within the District were either not appropriate in meeting the students' needs or not available. Districts must offer a continuum of services, including non-public schools, to students with exceptional needs. This request supports District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for basic education for the 2012-2013 school year include per diem cost of \$137.76 per day for 180 days and Extended School Year per diem cost of \$137.76 for 30 days with \$81.12 per day for Transportation. Invoice charges for the Service Agreement will not exceed \$91,929.60. Non-public tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542. Non-public school expenditures beyond funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

RECOMMENDATION: Ratify Master Contract with Options in Education, NPS for the 2012-2013 School Year

Prepared by: Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 31, 2012
SUBJECT: Ratify Master Contract and Individual Service Agreement with Tobinworld II, NPS for the 2012-2013 School Year

BACKGROUND: Students diagnosed with Autism with significant behaviors were placed at Tobinworld II, a non-public school for the 2010/11 and 2011/12 school years. These students will continue at Tobinworld II for the 2012-13 school year. Ratification of the Master Contract and the Individual Service Agreements are necessary at this time because services are currently being provided by Tobinworld II.

RATIONALE: The students are placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including non-public schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting these students' needs. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for students for the 2012-2013 school year include 210 days with per diem costs of \$148.00 for basic and extended year education, counseling costs at \$75.00 per hour, 1:1 Para educator costs at \$17.00 per hour and transportation costs at \$50.00 per day. Total expenses are not to exceed \$110,595.00. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Service Agreement with Tobinworld II, NPS for the 2012-2013 School Year

Prepared by: Dr. Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 31, 2012
SUBJECT: **Ratify Master Contract and Individual Service Agreement with Sierra School, NPS for the 2012-2013 School Year**

BACKGROUND: A student diagnosed with Autism with significant behaviors was placed at Sierra School, a Non-Public School for the 2012/13 school year. The IEP team for the student determined the needs of the student could not be met in a public school placement at this time. Ratification of the Master Contract and the Individual Service Agreement is necessary at this time because services are currently being provided by Sierra School.

RATIONALE: The student was placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting the student's needs. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Contract expenses for this student for the 2012-2013 school year include 210 days with per diem costs of \$175.83 for basic and extended year education and 1:1 Para educator costs at \$17.04 per hour. Total expenses are not to exceed \$43,600.80. Non-public tuition expenses are budgeted in account number 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Service Agreement with Sierra School, NPS for the 2012-2013 School Year

Prepared by: Dr. Janet Skulina, Ed.D., Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: August 7, 2012
SUBJECT: Ratify Agreement for Special Contract Services with Real
Inspiration, Inc. (Keith Hawkins) for Student Leadership Mentor
Training July 31-August 1, 2012

BACKGROUND: Kimball High School (KHS) Leadership students are planning a Freshmen Orientation for the 2012/2013 school year. The students have worked hard to build a Leadership program in the school. Kimball's current Leadership students need training in order to provide leadership and assistance to ensure our Freshmen have a smooth transition into High School. Included with the training of our Leadership students is a second day of facilitation at Freshmen Orientation. This service will be provided for 600 incoming Kimball Freshmen. This training will continue to build upon previous training (2010 and 2011) and will further evolve the resources available to our students and their ability to mentor and lead the incoming Freshmen. This agenda item needs ratification as the training occurred on July 31 and August 1, just prior to the Board Meeting.

RATIONALE: The KHS Leadership students have worked very hard to build our Leadership program and to become facilitators of a positive campus climate. This training will give them an opportunity to build their skills as mentors and leaders on our campus. Juniors and Seniors will receive training. This training is essential for their development. They will also have an opportunity to build relationships with the transitioning Freshmen. It has been shown these relationships aid in their academic success and improve their social interactions. This meets District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and District Strategic Goal #7: Develop and utilize partnerships that achieve District Goals.

FUNDING: Funding for this training will be paid by Kimball High School ASB funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Real Inspiration, Inc. (Keith Hawkins) for Student Leadership Mentor Training July 31-August 1, 2012

Prepared by: Dr. Cheryl A. Domenichelli, Principal, Kimball High School

.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 Real Inspiration, Inc. (Keith Hawkins), 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: Student Leadership Mentor Training 7/31-8/1/12
2. Contractor will provide the ~~above services(s)~~, as outlined in Paragraph 1, for a period of up to a total of Two days (16) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location: Kimball High School, 3200 Jaguar Run, Tracy, CA 95377.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 3,200.00 **HOUR/DAY** FLAT RATE (circle one), not to exceed a total of \$ 3,200.00. 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 07/31/12, and shall terminate on 08/01/12.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Casey Goodall at (209) 830-3230, ext. 1000 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:

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.

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.

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

Casey Goodall, Associate Superintendant
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. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: July 31, 2012
SUBJECT: Ratify Contract with Cheryl Markowitz of Psychology, Learning and You (PLAY) for Autism Consultation

BACKGROUND: Special Education students attending Extended School Year instruction require consultation services from an Autism Specialist as part of their Individual Education Plan. Additionally, many of our special education students currently have autism consultation written into their IEPs and will need autism consultation in the upcoming school year. For the 2012-2013 school year, we need 134 hours per month of consultation for 12 months, or 1,600 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. Ratification is necessary to prevent a lag in services, per State and Federal law.

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 District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Expenses for this contract are billed at \$87.30 per hour. Total contract expenses will not exceed a total of \$139,680.00 through June 30, 2013. 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: Dr. Janet Skulina, 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 including behavioral and environmental, material preparation participations at IEP's and other meetings, and supervision/support of PLAY consultants as needed.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **1,600 HOURS** per year (average of 134 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 \$ 87.30 per **HOURLY**, not to exceed a total of \$ 139,680. 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 \$ 0 for the term of this agreement.
 - c. District shall make payment on a [X] **MONTHLY PROGRESS BASIS**, [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a 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, 2012, and shall terminate on June 30, 2013.
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, Dr. Janet Skulina (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

Address

Tracy Unified School District

Date

Dr. Janet Skulina, Director, Special Education
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.



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 6, 2012
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Gornito, Kristine

Harrold, Brandi

Jones, Lisa

Hanks, Patrick

Sierra, Benjamin

BACKGROUND:

Alano-Lind, Estellie

CERTIFICATED MANAGEMENT

Program Specialist (new)

Class LME 43, Step A

\$80,939.55

Funding: Special Education/MAA

School Readiness Program Specialist

Rehired Effective July 1, 2012

Funding: First Five, San Joaquin County, Building Literacy Together grant

Psychologist/Mental Health Coordinator (new)

Class LMP 11, Step H

\$97,148.60

Funding: 50% Special Education
50% Mental Health

School Psychologist (new)

Class LMP 8, Step F

\$84,939.20

Funding: Special Education/Mental Health

School Psychologist (new)

Class LMP 8, Step A

\$65,896.08

Funding: Special Education/Mental Health

CERTIFICATED

Biology (new)

Kimball High School

Class V, Step 2, "B"

\$47,089.00

Funding: General

Axford, Laurie	4 th Grade (replacement) McKinley Class VI, Step 9, "B" \$61,913.00 Funding: General
Ban, Chinda	1 st Grade (replacement) North School Class IV, Step 5, "B" \$50,424.00 Funding: General
Berber, Fabiola	7 th Grade Math (Replacement) Kelly School Class V, Step 1, "B" \$47,089.00 Funding: General
Castellon, Arminda	Transitional Kinder – Bilingual (new) South/West Park School Class V, Step 5, "B" \$55,425.00 Funding: General
Clark, William	.20 FTE CTE Mod/Carpentry (new) Kimball High School Class IV, Step 7, "B" \$53,995.00 Funding: General
Gale, Peter	English (replacement) Kimball High School Class III, Step 14, "B" \$57,818.00 Funding: General
Gonzalez, Marco	.60 FTE Math (new) Kimball High School Class III, Step 2, "B" \$43,976.00 Funding: General
Graves, Dina	1 st Grade (Replacement) McKinley School Class VI, Step 9, "B" \$63,536.00 Funding: General
Haddorff, Susan	Music (replacement) South/West Park School Class 1, Step 1, "A"

	\$42,004.00 Funding: General
Hess, Janice	4 th Grade (replacement) Bohn School Class VI, Step 14, "B" \$70,991.00 Funding: General
Huff, Bridget	5 th Grade (replacement) Kelly School Class VI, Step 6, "B" \$57,497.00 Funding: General
Jennings, Joseph	7 th Grade Life Science (replacement) Freiler School Class V, Step 1, "B" \$47,089.00 Funding: General
Jimenez, Jose	Biology (replacement) West High School Class III, Step 1, "B" \$43,499.10 Funding: General
Jimenez, Megan	4 th Grade (replacement) Kelly School Class V, Step 5, "B" \$52,179.00 Funding: General
Johnson, Debra	.20 FTE Home Economics (new) Tracy High School Class VI, Step 9, "B" \$61,913.00 Funding: General
Laveroni, Taylor	.40 FTE Social Science (replacement) Tracy High School Class IV, Step 3, "B" \$38,970.40 Funding: General
Lis, Amanda	6 th Grade Core (replacement) Williams Middle School Class III, Step 5, "B" \$48,728.00 Funding: General

Maldonado, Adriana	.60 FTE Spanish (replacement) Kimball High School Class III, Step 1, "B" \$26,385.00 Funding: General
Maurer, Kathryn	Math (new) Kimball High School Class IV, Step 1, "B" \$47,128.00 Funding: General
Motyka, Annabelle	8 th Grade Core (replacement) Williams Middle School Class V, Step 4, "B" \$50,424.00 Funding: General
Nielsen, Heather	2 nd Grade (replacement) Jacobson School Class VI, Step 6, "B" \$55,874.00 Funding: General
Nitti, Charles	8 th Grade Math (Replacement) North School Class VI, Step 15, "B" \$72,614.00 Funding: General
Ochoa, Laura	English (new) Kimball High School Class IV, Step 1, "B" \$45,505.00 Funding: General
Orino, Tina	5 th Grade (replacement) Freiler School Class IV, Step 5, "B" \$52,047.00 Funding: General
Pabalan, Delgel	Biology (replacement) Tracy High School Class I, Step 1, "A" \$42,004.00 Funding: General
Pariso, Rebecca	7 th Grade Math (replacement) Freiler School Class I, Step 1, "A"

	\$42,004.00 Funding: General
Pastore, Jandy	SDC Pre-School (replacement) Hirsch Elementary School Class 1, Step 1, "A" \$42,004.00 Funding: Special Education
Rosales, Desi	7 th Grade Core (replacement) Monte Vista Middle School Class V, Step 6, "B" \$53,995.00 Funding: General
Silvinson, Sarah	SDC Moderate/Severe (new) Tracy High School Class V, Step 1, "B" \$50,335.00 Funding: Special Education
Siraponian, Heather	French 60%, English 40% (new) Kimball High School Class III, Step 1, "B" \$43,975.00 Funding: General
Stroup, Emily	Child Development/ROP (Replacement) Tracy High School Class III, Step 5, "B" \$48,728.00 Funding: General
Weiss, Jessica	60% English/40% Social Science (new) Kimball High School Class 1, Step 1, "A" \$41,777.20 Funding: General
<u>BACKGROUND:</u> Aguilar, Julie	<u>CLASSIFIED</u> Para Educator II (New) *Filled by current TUSD employee Tracy High School Range 30, Step E - \$17.32 per hour 6 hours per day Funding: Special Education
Almando, Ma Melissa	School Supervision Assistant (Replacement) Art Freiler School Range 21, Step A - \$11.69 per hour 1.5 hours per day Funding: General Fund
Arenales Alegria, Brenda	Food Service Worker (Replacement)

	<p>North School Range 22, Step A - \$11.95 per hour 2.5 hours per day Funding: Child Nutrition-School Program</p>
Byrd, Gregory	<p>Utility Person III (Replacement) Transportation/Maintenance Range 36, Step A - \$16.53 per hour + ND 8 hours per day Funding: General Fund – 50% and Transportation Special Ed – 50%</p>
Colbert, Deborah	<p>K-8 Library Technician (Replacement) McKinley Elementary School Range 30, Step D - \$16.53 per hour 20 hours per week Funding: State Lottery</p>
Colbert, Deborah	<p>Utility Person III (Replacement) *Filled by current TUSD employee Transportation/Maintenance Range 36, Step A - \$16.53 per hour + ND 8 hours per day Funding: General Fund – 25%; Transportation – Special Ed – 50% and Ongoing and Major Maintenance - 25%</p>
Dahl, Michele	<p>Para Educator II (New) *Filled by current TUSD employee Tracy High School Range 30, Step E - \$17.32 per hour 6 hours per day Funding: Special Education</p>
Faultner, Robin	<p>K-8 Library Technician (Replacement) *Filled by current TUSD employee Monte Vista Middle School Range 30, Step B - \$15.07 per hour 20 hours per week Funding: State Lottery</p>
Figueroa Jr., Jose	<p>Utility Person III (New) Transportation/Maintenance Range 36, Step A - \$16.53 per hour + ND 8 hours per day Funding: General Fund – 25%; Transportation – Special Ed – 50% and Ongoing and Major Maintenance – 25%</p>
Henson, Regina	<p>Para Educator I (Replacement) George Kelly School Range 24, Step C – 13.73 per hour 3 hours per day</p>

Funding: EIA

Jessee, Bridget

STEPS Early Childhood Development
Associate Instructor – (Replacement)
Stein High School – STEPS Program
Range 24, Step A - \$12.51 per hour
6 hours per day
Funding: PR 6092 CalSafe

Nolan, James

Utility Person III (New)
Transportation/Maintenance
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: General Fund – 25%; Transportation –
Special Ed – 50% and Ongoing and Major
Maintenance – 25%

Ochoa, Rocio

Clerk Typist II (New)
*Filled by current TUSD employee
North Preschool
Range 27, Step E - \$16.16 per hour
8 hours per day
Funding: First 5 San Joaquin Grant

Plato, Sandra

Preschool Instructor (New)
*Filled by current TUSD employee
North Preschool
Range 30, Step E - \$17.32 per hour
7.5 hours per day
Funding: First 5 San Joaquin Grant

Pratt, Vashayla

School Supervision Assistant (Replacement)
*Filled by current TUSD employee
Villalovoz Elementary School
Range 21, Step B - \$12.24 per hour
30 minutes per day; Tuesday through Friday
Funding: General Fund

Reed, Judith

Preschool Para Educator I (New)
*Filled by current TUSD employee
North Preschool
Range 24, Step B - \$13.11 per hour
7.5 hours per day
Funding: First 5 San Joaquin Grant

Riley, Lynnet

High School Administrative Secretary
(Replacement)
*Filled by current TUSD employee
Kimball High School
Range 32, Step D - \$17.32 per hour
8 hours per day
Funding: General Fund

Sanchez-Aguilar, Esperanza

Utility Person III (Replacement)
Transportation/Maintenance
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: General Fund – 50% and Transportation –
Special Ed – 50%

Serrato, Maria Del Carmen

Para Educator I (Replacement)
Bohn Elementary School
Range 24, Step B - \$13.11 per hour
3 hours per day; Monday through Thursday
Funding: General Fund

Silva, Rebecca

Preschool Instructor (New)
*Filled by current TUSD employee
North Preschool
Range 30, Step E - \$17.32 per hour
7.5 hours per day
Funding: First 5 San Joaquin Grant

Simmons, Tyler

Utility Person III (New)
Transportation/Maintenance
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: General Fund – 25%; Transportation –
Special Ed – 50% and Ongoing and Major
Maintenance 25%

Vacca, Lyndsie

Utility Person III (New)
Transportation/Maintenance
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: Transportation – Home to School - .625%
and Ongoing and Major Maintenance - .375%

Vargas, Isabel

School Supervision Assistant (Replacement)
Art Freiler School
Range 21, Step A - \$11.69 per hour
2 hours per day
Funding: General Fund

BACKGROUND:

Baker, James

Freshman Volleyball
Kimball High School
Stipend: \$3,408.06

Cattolico, Tobin

Assistant Sophomore Football
West High School
Stipend: \$3,896.19

Gumpert, Matt

Varsity Girls' Water Polo
Kimball High School
Stipend: \$4,868.03

Haggmark, Judy

Freshman Volleyball
West High School
Stipend: \$3,408.06

James, Theresa

Cross Country Head Coach
West High School
Stipend: \$4,868.03

Lenart, Jessica

Assistant Water Polo
Kimball High School
Stipend: \$3,245.36

Pittman, Heidi

Assistant Cross Country
West High School
Stipend: \$3,896.19

Windschitl, Patrick

Girls' Head Water Polo
West High School
Stipend: \$4,868.03

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: August 1, 2012
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED MANAGEMENT RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Davis, Roland Assistant Principal	West High	06/30/12	Personal
Gill, Khushwinder Principal	George Kelly School	07/23/12	Personal

BACKGROUND:

CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
None.		

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Costa, Michael Music	Tracy High	06/30/12	Personal
King, Margaret	Williams	06/01/12	Personal

8th Core

Yu, Joan Math	Freiler	08/06/12	Personal
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BACKGROUND:

CLASSIFIED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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Jara, Alicia Library Technician	North	07/18/2012
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BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Aguilar, Julie Para Educator II	Stein	07/18/2012	Accepted new 6 hour Para Educator II position at THS
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Colbert, Deborah Library Technician	McKinley	07/08/2012	Accepted new Utility Person III position
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Faultner, Robin Para Educator I	George Kelly	08/08/2012	Accepted Library Technician position at MVMS
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Iniguez-Ayala, Adriana Bus Driver/Custodian/ Grounds	Maintenance- Transportation	08/02/2012	Personal
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Riley, Lynnet HS Attendance Secretary	KHS	07/31/2012	Accepted HS Administrative Secretary position at KHS
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Serrato, Maria Del Carmen Bilingual Para Educator I	George Kelly	08/09/2012	Accepted Para Educator I position at Bohn
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Werner, Ruth Bilingual Para Educator I	MVMS	06/14/2012	Personal
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BACKGROUND:**CLASSIFIED CONFIDENTIAL
MANAGEMENT RESIGNATION****NAME/TITLE****SITE****EFFECTIVE
DATE****REASON**

Rios, Athena
Elementary School
Secretary

George Kelly 07/31/2012

Personal

RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: July 27, 2012
SUBJECT: Approve Expenditure of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions

BACKGROUND: Pursuant to Education Code 44015, the governing board of a school district may make awards to employees who do any of the following:

1. Propose procedures or ideas that thereafter are adopted and effectuated, and that result in eliminating or reducing district expenditures or improving operations
2. Perform special acts or special services in the interest of the public
3. By their superior accomplishments, make exceptional contributions to the efficiency, economy or other improvements in operations of the school district

Any award granted under the provisions of Education Code 44015 that may be made by an awards committee under appropriate District rules shall not exceed two hundred dollars (\$200), unless a larger award is expressly approved by the governing board.

RATIONALE: Each year the District recognizes employees with awards for accomplishments or contributions such as having longevity within the District, retirement, and being recognized as an outstanding employee of the term and/or year. The average cost of the gift ranges between \$1 and \$25. This agenda item meets Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

FUNDING: The annual cost fluctuates with the number of employees retiring and being recognized for longevity. Awards do not exceed the maximum amount allowed pursuant to the section of the Education Code.

RECOMMENDATION: Approve Expenditure of General Fund Money in the Amount of \$2,000 to Cover the Cost of Awards for Employee Accomplishments and/or Contributions

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: August 1, 2012
SUBJECT: Adopt Resolution No. 12-02 Ratifying a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Stadium and Improvement Project at Tracy High School; and Ratify the Notice to Proceed

BACKGROUND: Plans for the modernization/reconstruction of the stadium and site improvements at Tracy High School have been approved by the Division of the State Architect.

On May 8, 2012, the Board approved Roebbelen Contracting, Inc. (Roebbelen) as the lease-lease back contractor for the project. Staff moved forward with developing lease agreements in accordance with the provisions of Education Code Sections 17400, et seq.

RATIONALE: Roebbelen advertised for bids on the various trades that comprise the Tracy High School Stadium and Improvement project and the final bids were received by Roebbelen in June and July 2012. Following bid openings, Roebbelen had the opportunity to review the bids for adequacy and check to verify the work that was indicated in the scope of work was included in the bid prices. Due to the way the lease-lease back project delivery method is negotiated with the District, Roebbelen and the District had the opportunity to value engineer portions of the project before presenting the final Guaranteed Maximum Price (GMP). The final GMP is \$9,421,026.00, which includes a 6% contingency of \$565,989.

TUSD's legal counsel, Kronick, Moskovitz, Tiedemann & Girard has reviewed the Site Lease and the Development and Lease Agreement and recommends TUSD enter into these agreements with Roebbelen Contracting, Inc.

FUNDING: Measure E Bond Funds and State School Facilities Funding Project Savings

RECOMMENDATIONS: Adopt Resolution No. 12-02 Ratifying a Development and Lease Agreement, a Site Lease and a Guaranteed Maximum Price Relating to the Stadium and Improvement Project at Tracy High School; and Ratify the Notice to Proceed

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 12-02
RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY UNIFIED SCHOOL DISTRICT
RATIFYING A DEVELOPMENT AND LEASE AGREEMENT, A SITE LEASE AND
A GUARANTEED MAXIMUM PRICE RELATING TO THE STADIUM AND
IMPROVEMENT PROJECT AT TRACY HIGH SCHOOL**

WHEREAS, the Tracy Unified School District (the "District") has previously identified the need to undertake the renovation/modernization of the stadium and other site improvements at Tracy High School and West High School to accommodate its students (the "Project");

WHEREAS, Education Code Section 17406 provides for the construction and modernization of school buildings on property owned by a school district and the lease of the site and such improvements pursuant to an agreement calling for such construction;

WHEREAS, the District's Governing Board (the "Board") has previously determined that a suitable location for the Project exists at a site located within the boundaries of the District (the "Site");

WHEREAS, consistent with the requirements of Education Code Section 17400 et seq., the Board seeks to enter into the necessary building agreements and lease agreements with an outside entity that will provide for the modernization, construction and leasing of school facilities on the Site;

WHEREAS, consistent with the Board's desire to provide for the construction, acquisition and lease of the Project in accordance with the provisions of Education Code Section 17400 et seq., District staff previously evaluated firms capable of providing services to the District for the Project;

WHEREAS, it was determined that Roebbelen Contracting, Inc. ("Roebbelen") was qualified to undertake the Project on the Site and to lease the completed Project to the District consistent with the requirements of Education Code section 17400 et seq.;

WHEREAS, the Site is owned by the District in accordance with the provisions of Education Code Section 17400 et seq.;

WHEREAS, plans for the Project have been previously approved by the Board and have received final approval from the Division of State Architect of the State of California ("DSA");

WHEREAS, it is the intent of the Board to authorize the Superintendent, or his designee, to execute the Documents, as defined below, making them applicable to the Project; and

WHEREAS, the Board adopted Resolution 11-27 on June 12, 2012, authorizing the delegation of powers to the Associate Superintendent for Business Services; including the acceptance bids, execution of contracts and acceptance of substitution requests; provided, if the contract is over \$50,000, the Associate Superintendent will seek the approval of two Board members; and

WHEREAS, the Associate Superintendent sought and received the approval of two Board members to award and execute the Development and Lease Agreement along with a Site Lease between the District and Roebbelen; and

WHEREAS, the attached Development and Lease Agreement with an attached set of General Construction Provisions along with a Site Lease between the District and Roebbelen (collectively referred to herein as the "Documents") have been prepared and fully executed, and it is the intent of the Board to ratify such documents in the manner provided for herein.

NOW, THEREFORE, the Board of Trustees of the Tracy Unified School District does hereby resolve as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Consistency of Process and Compliance with Law. The Board hereby finds that the process undertaken by the District to date to solicit proposals for the Project, and to draft and execute the Documents have all been undertaken and performed in a manner consistent with the requirements of Education Code Section 17400 et seq. and that the District is now authorized to proceed with the commencement of the Project in the manner set forth in the Documents.

Section 3. Adequacy of Site and Suitability of Process. The Board hereby determines that the Site is a suitable location for the Project consistent with the requirements of Education Code section 17400 et seq. and that acquisition of the Project in the manner provided for at Education Code Section 17400 et seq. is in the best interest of the District.

Section 4. Approval of the Leases. The Board hereby ratifies the Documents and the agreements are consistent with the terms and conditions of this Resolution and the provisions of Education Code section 17400 et seq.

Section 5. Approval of Guaranteed Maximum Price. The Board hereby ratifies the Guaranteed Maximum Price of the Project consistent with the terms and conditions of the Documents.

Section 6. Authorization to Enter into Documents. The Superintendent, or his designee (the "Designated Officer"), is hereby authorized, on behalf of the District, to execute and deliver the Documents as they apply to the Project to Roebbelen in the form presented to the Board, consistent with the terms and conditions of this Resolution.

Section 7. Additional Authorization. The Superintendent or his Designated Officer is hereby further authorized and directed to prepare, on behalf of the District, any other documentation necessary to carry out the terms for the Project, as set forth in the Documents, consistent with the terms and conditions of this Resolution. Any action heretofore taken by the Designated Officer, on behalf of the District, that is in conformity with the purposes and intent of this Resolution and with the provisions of Education Code Section 17400 et seq. with respect to the Project is hereby ratified, approved and confirmed.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED, PASSED, AND ADOPTED on August 14, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Trustees
Tracy Unified School District

ATTEST:

Clerk of the Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: August 7, 2012
SUBJECT: Adopt Resolution No. 12-03 of the Board of Trustees of the Tracy Joint Unified School District Implementing a Change in the District's Name

BACKGROUND: The Tracy Joint Unified School District recently participated in the efforts of the former Lammersville Elementary School District to unify; these proceedings resulted in the unification of the Lammersville School District. The unification was deemed final on July 1, 2011. An element of this unification included an agreement that the Lammersville District was to provide high school services to high school age students residing within the adjacent Mountain House Elementary School District as well as to the students that reside in the Lammersville District. As a result, high school age students residing within the Mountain House District are now deemed to be students of the new Lammersville Unified School District.

RATIONALE: In accordance with Education Code section 87, a "joint" school district is a California public school district containing territory in more than one county. As a result of the transfer of high school attendance areas from the Mountain House District to the Lammersville District, the Tracy District no longer includes portions of Alameda County within its boundaries. Therefore, it is no longer appropriate for the Tracy District to include the term "joint" within its title since all territory within the Tracy District is within San Joaquin County.

Kronick, Moskovitz, Tiedemann & Girard, the legal counsel for TUSD, has prepared the attached Resolution No. 12-03 which, when adopted by the Board of Education, will modify the Tracy Joint Unified School District's name to the Tracy Unified School District.

FUNDING: Not applicable

RECOMMENDATIONS: Adopt Resolution No. 12-03 of the Board of Trustees of the Tracy Joint Unified School District Implementing a Change in the District's Name

Prepared by: Bonny Carter, Director of Facilities and Planning



TRACY JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 12-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TRACY JOINT UNIFIED SCHOOL DISTRICT IMPLEMENTING A CHANGE IN THE DISTRICT'S NAME

WHEREAS, the Tracy Joint Unified School District ("Tracy District") is a unified school district serving grades kindergarten through twelfth and adult education within the boundaries of the City of Tracy and overlapping into areas of San Joaquin County and formerly into portions of Alameda County;

WHEREAS, the Tracy District serves elementary age students who reside within the boundaries of the former Tracy Elementary School District;

WHEREAS, the Tracy District also serves high school age students residing within the boundaries of the former Tracy Joint Union High School District along with high school age students residing within the boundaries of neighboring elementary school districts referred to as so-called "Thompson Bill" school districts within the meaning of Education Code section 35542;

WHEREAS, the Tracy District recently participated in the efforts of the former Lammersville Elementary School District to unify, which proceedings resulted in the unification of the former Lammersville Elementary School District ("Lammersville Unification");

WHEREAS, an element of the Lammersville Unification included an agreement whereby after unification, the Lammersville District was to provide high school services not only to its own high school age students but also to high school age students residing within the adjacent Mountain House Elementary School District ("Mountain House District"). The unification of the Lammersville District was deemed final on July 1, 2011. As a result, high school age students residing within the boundaries of the Mountain House District are now deemed to be students of the new Lammersville Unified School District for high school purposes;

WHEREAS, the Mountain House District, located in Alameda County, constitutes a Thompson Elementary School District to the Lammersville Unified School District;

WHEREAS, as a result of the transfer of high school attendance areas from the Mountain House District to the Lammersville District as described above, the Tracy District no longer includes portions of Alameda County within its boundaries;

WHEREAS, in accordance with Education Code section 87, a "joint" school district is a California public school district containing territory in more than one county; and

WHEREAS, it is no longer appropriate for the Tracy District to include the term "joint" within its title since all territory within the Tracy District is within San Joaquin County.

Now, therefore, be it resolved by the Board of Trustees of the Tracy Joint Unified School District as follows:

1. Recitals. The above recitals are true and correct.
2. Tracy District's Boundaries Solely Within San Joaquin County. Consistent with the Lammersville Unification, and the ensuing transfer of the high school age student body residing within the Mountain House District to the Lammersville Unified School District, the Tracy District's Board hereby determines that there are no longer any portions of the Tracy District that are outside of the boundaries of San Joaquin County. Accordingly, it is no longer appropriate for the District's name to include the term "joint."
3. Modification of District Name. The Tracy Joint Unified School District shall hereafter be referred to as the "Tracy Unified School District."
4. Effective Date of Modification. The modification of the Tracy District's name shall become effective on and after the effective date of this resolution as set forth below.
5. Authorization. The Superintendent, or his designee, are authorized to notify the San Joaquin County Office of Education along with the California Department of Education of this title change and to take any other actions necessary for implementation of the change that are consistent with this Resolution.

APPROVED, PASSED AND ADOPTED this 14 day of August, 2012 by the Board of Trustees of the Tracy Joint Unified School District, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Trustees

ATTEST:

Clerk of the Board of Trustees



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: August 4, 2012
SUBJECT: Adopt Resolution No. 12-01 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2012-2013 School Year and to Authorize Designated Personnel to Sign Contract Documents.

BACKGROUND: Tracy Unified School District operates a State Preschool Program on the South/West Park Elementary School campus for which the District receives special State funding. Governing Board approval of the Resolution authorizing the District to enter into a contract is required for receipt of the funds each year. The authorized signatures are Dr. Casey Goodall, Associate Superintendent of Business Services and Linda Boragno-Dopp, Director of Alternative Programs.

RATIONALE: The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately \$145,975 for the operation of this program. This agenda item supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, and District Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Resolution No. 12-01 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2012-2013 School Year and to Authorize Designated Personnel to Sign Contract Documents.

Prepared by: Linda Boragno-Dopp, Director of Alternative Programs



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #12-01**

**APPROVING THE APPLICATION AUTHORIZING THE DISTRICT TO ENTER INTO
A YEARLY CONTRACT WITH THE STATE FOR A CHILD DEVELOPMENT
PROGRAM FOR 2012-2013, AND TO AUTHORIZE DESIGNATED PERSONNEL TO
SIGN CONTRACT DOCUMENTS.**

WHEREAS, the Tracy Unified School District operates a State Preschool Program on the South/West Park Elementary School campus for which the District receives State funding; and

WHEREAS, the California Department of Education requires Governing Board approval of the resolution authorizing the District to enter into a contract to receive this State funding; and

WHEREAS, the authorized signatures for this contract are Dr. Casey Goodall, Associate Superintendent of Business Services and Linda Boragno-Dopp, Director of Alternative Programs.

NOW, THEREFORE BE IT RESOLVED, that the *Tracy Unified School District Board of Education* does hereby approve the application authorizing the District to enter into a yearly contract with the State for a Child Development Program for 2012-2013 and to authorize designated personnel to sign contract documents.

PASSED AND ADOPTED this 14 day of August, 2012, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

**President
Board of Trustees
Tracy Unified School District**

Attested:

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

**Clerk, Board of Trustees
Tracy Unified School District**

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13

DATE: July 01, 2012

CONTRACT NUMBER: CSPP-2510

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 39-7549-00-2

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: TRACY JOINT UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$145,975.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 4,246.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Linda T. Borango-Dopp, Director of Alternative Programs			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1875 W. Lowell Avenue, Tracy, CA 95376			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 145,975 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 145,975	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs (OPTIONAL USE) 0656 23038-7549		FUND TITLE General		Department of General Services use only
	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
	T.B.A. NO. B.R. NO.				
SIGNATURE OF ACCOUNTING OFFICER		DATE			

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Tracy Unified School District		<i>Federal ID Number</i> 95-1055500
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Linda Boragno-Dopp, Director of Alternative Programs		
<i>Date Executed</i> 		<i>Executed in the County of</i> San Joaquin

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

RESOLUTION 12-01

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2012-13.

RESOLUTION

BE IT RESOLVED that the Governing Board of Tracy Unified School District

authorizes entering into local agreement number/s CSPP-2510 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Linda Boragno-Dopp	Director of Alternative Programs	
Casey Goodall	Assoc. Superintendent of Business	

PASSED AND ADOPTED THIS 14th day of August 20012-13, by the
Governing Board of Tracy Unified School District
of San Joaquin County, California.

I, James Vaughn, Clerk of the Governing Board of
Tracy Unified School District, of San Joaquin, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 6, 2012
SUBJECT: Approve Board Policy 6170.1 Transitional Kindergarten, Board Policy 5111 and Acknowledge Administrative Regulation 5111 Admission (Second Reading)

BACKGROUND: In 2010, California State Legislature signed into law, SB1381. This is known as The Kindergarten Readiness Act which moves up the kindergarten start date to September 1 through a multi-year phase-in requirement for local education agencies.

RATIONALE: SB1381 becomes effective for kindergarten start dates beginning in the 2012-13 school year. As a result, there is a need to adopt a new Board Policy, BP 6170.1 Transitional Kindergarten and to revise the existing BP 5111 and AR 5111 Admission. This supports District Strategic Goal #1: Prepare all students for college and careers and Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

FUNDING: No funding implications from implementing Board Policy and Administrative Regulations.

RECOMMENDATIONS: Approve Board Policy 6170.1 Transitional Kindergarten, Board Policy 5111 and Acknowledge Administrative Regulation 5111 Admission (Second Reading)

Prepared by: Linda Dopp, Director of Alternative Programs

Transitional Kindergarten

The Governing Board desires to offer a high-quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's transitional kindergarten shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

**(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)**

Eligibility

The district's transitional kindergarten program shall admit children whose fifth birthday lies between: (Education Code 48000)

- 1. November 2 and December 2 in the 2012-13 school year**
- 2. October 2 and December 2 in the 2013-14 school year**
- 3. September 2 and December 2 in the 2014-15 school year and each school year thereafter**

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the transitional kindergarten program shall be voluntary.

**(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5111.13 - Residency for Homeless Children)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)**

Curriculum and Instruction

The district's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for transitional kindergarten that bridge preschool learning foundations and kindergarten standards. Such standards shall be designed to facilitate students' development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social sciences, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

The number of instructional minutes offered in transitional kindergarten shall be the same as that required for the district's kindergarten program.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

Transitional kindergarten students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

Teachers assigned to teach in transitional kindergarten classes shall possess a teaching credential or permit that authorizes instruction at the kindergarten grade level.

(cf. 4112.2 - Certification)

The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about district standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance.

A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Program Evaluation

The Superintendent or designee shall develop or identify appropriate assessments of transitional kindergarten students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

8973 Extended-day kindergarten

44258.9 Assignment monitoring by county office of education

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48200 Compulsory education, starting at age six

60605.8 Academic Content Standards Commission, development of Common Core Standards

Management Resources:

CSBA PUBLICATIONS

Transitional Kindergarten, Issue Brief, July 2011

CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION PUBLICATIONS

Transitional Kindergarten (TK) Planning Guide: A Resource for Administrators of California Public School Districts, November 2011

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

Prekindergarten Learning Development Guidelines, 2000

First Class: A Guide for Early Primary Education, 1999

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

11-08 Transitional Kindergarten Assignments, Credential Information Alert, August 25, 2011

WEB SITES

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

California County Superintendents Educational Services Association:
<http://www.ccsesa.org>

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

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

11/11

ADMISSION

A. Purpose and Scope

~~Educational Services shall be available to school-age children. Entrance requirements are specified by laws, Board Policy and Administration Regulation.~~

B. General

~~1. Parents shall be required to provide documentary evidence of the birth date of the child, health examination, and immunizations at the time of enrolling in kindergarten or first grade.~~

~~2. New students who move into the district will be required to register at the school located in their attendance area. If space is unavailable in their attendance area school, the Director for Student Services will be contacted for a placement decision in accordance with existing policies.~~

~~3. Children will only be admitted into kindergarten who have attained the minimum age specified in the law. To be eligible for enrollment in kindergarten a child must be five years of age on or before December 2, of the current school year. To be eligible for first grade a child will typically have attained the age of six years on or before December 2, of the current school year. Exceptions from routine admission to the first grade may be made by the principal, teacher, school psychologist, and the Director of Student Services upon the parents written request, according to the provisions of the California Administrative Code, Title 5, Section 200. (Education Code 48000).~~

~~4. Children who apply for initial admission to the district's schools by transfer from nonpublic schools or from schools outside the district may be placed at the grade they would have reached elsewhere pending observation and evaluation by classroom teachers, guidance personnel, and the school principal. After such observations and evaluations have been completed, the principal will determine the final grade placement of the children.~~

~~5. The district administration will admit to the high school any student of the district who has completed the work of the eighth grade. Students who, in the judgment of the administration, are capable of benefiting from high school instruction will also be accepted in high school.~~

C. Procedures

~~1. Any child lawfully attending kindergarten may be admitted to first grade at the discretion of the principal, teacher, and the school psychologist upon the parents written request, according to the provision of Administrative Code, Title 5, Section 200 which indicates that:~~

~~a. The child is at least (5) years of age.~~

~~b. The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his ability.~~

~~c. The child is in the upper five per cent of his age group in terms of general mental ability.~~

~~d. The physical development and social maturity of the child are consistent with~~

his advanced mental ability.

e. ~~The parent or guardian of the child has filed with the school district a written statement approving placement in the first grade.~~

2. ~~The parent or guardian of a child, prior to admission to kindergarten or first grade, shall present proof to the district evidencing that the child has had a physical examination, all immunizations, and is of legal age of admission. The legal evidences of age, in order of desirability, are as follows:~~

a. ~~Certificate of Birth;~~

b. ~~Baptismal Certificate, duly attested;~~

c. ~~Passport;~~

d. ~~Affidavit of parent, guardian or custodian of minor.~~

3. ~~No child shall be admitted unconditionally to the district's schools without presentation of evidence that the child has been fully immunized against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, measles, mumps, and rubella in the manner and with immunizing agents approved by the State Department of Health.~~

~~A child may be admitted to school without proof of full immunization or presentation of a written statement by the child's legal parent or guardian to the effect that such immunization is contrary to the personal beliefs of the child, parent or guardian. Such students may be excluded when the possibility of communicable disease epidemic occurs in the district.~~

~~Parents of children admitted to kindergarten and first time first grade entry will provide verification of a physical examination by a licensed medical practitioner or a signed waiver. This exam must be within the six months prior to kindergarten entry for kindergarten admissions. The exam for first time first grade entry, must be anytime between 18 months before first grade entry through 90 days after entry into first grade.~~

4. ~~If the local health officer determines that any child seeking first admission is reasonably suspected of having tuberculosis, and the health officer issues an order for the examination of such child, the child shall not be granted unconditional admission unless a certificate is produced showing that he/she is free of communicable tuberculosis. Failure of the child to produce a certificate of freedom from communicable tuberculosis within time limits set by the State Department of Health Services shall result in exclusion from the schools of the district until the certificate is obtained and presented, unless the children's parent, guardian or custodian provides an affidavit that the examination required to obtain the certificate is contrary to the children's beliefs. If the governing board believes that the child is afflicted with active tuberculosis, the child may be excluded from the schools until the board is satisfied that the child is not afflicted.~~

D. Records Required

Immunizations

Documents on birth date, residency and health examination

Transcripts

~~E. Record Retention~~

~~Permanent Records~~

~~F. Responsible Administrative Unit~~

~~Education Services Division~~

~~Student Services~~

~~School Principal~~

Age of Admittance to Grades K-1

A child shall be eligible for enrollment in kindergarten or first grade, at the beginning of the school year or at a later time in the same year, if the child has his/her fifth or sixth birthday, respectively, on or before one of the following dates: (Education Code 48000, 48010)

- 1. December 2 of the 2011-12 school year**
- 2. November 1 of the 2012-13 school year**
- 3. October 1 of the 2013-14 school year**
- 4. September 1 of the 2014-15 school year and each school year thereafter**

Any child who will have his/her fifth birthday between the date listed above for the applicable school year and December 2 shall be offered a transitional kindergarten program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6170.1 - Transitional Kindergarten)

On a case-by-case basis, a child who reaches age five after the date listed above for the applicable school year may be admitted to kindergarten at any time during the school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

- 1. The Superintendent or designee determines that the admittance is in the best interests of the child.**
- 2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.**

(cf. 5145.6 - Parental Notifications)

In determining whether a child may be granted early entry to kindergarten, the Superintendent or designee may also consider the availability of classroom space and any

negotiated maximum class size.

(cf. 6151 - Class Size)

(cf. 7111 - Evaluating Existing Buildings)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

- 1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth**
- 2. A duly attested baptism certificate**
- 3. Passport**

When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)

A student enrolling in a district school at any other grade level shall present records from his/her previous school district documenting his/her age and current grade level.

(cf. 5125 - Student Records)

(cf. 6146.3 - Reciprocity of Academic Credit)

(6/91 12/91) 11/11



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: August 1, 2012
SUBJECT: Authorize Declaration of Need for the 2012-2013 School Year

BACKGROUND: In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the District's employment criteria as listed on the attached forms.

RATIONALE: Each school year the District must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need must be approved by the District's School Board at a regular public meeting before being submitted to the California Commission on Teacher Credentialing. This aligns with Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.

FUNDING: None.

RECOMMENDATION: Authorize Declaration of Need for the 2012-2013 School Year

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



State of California
Commission on Teacher Credentialing
Certification, Assignment and Waivers Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2012/2013
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: TRACY UNIFIED SCHOOL DISTRICT District CDS Code: 75499

Name of County: SAN JOAQUIN County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 14 / 12 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► *Enclose a copy of the board agenda item*

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2013.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Dr. Sheila Harrison</u>	_____	<u>Asst Supt of Ed Svc & HR</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>209-830-3264</u>	<u>209-830-3260</u>	<u>June 11, 2012</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>1875 W. Lowell Avenue - Tracy CA 95376</u>		
<i>Mailing Address</i>		
<u>smartin@tusd.net</u>		
<i>Email Address</i>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County: N/A County CDS Code: _____

Name of State Agency: _____

Name of NPS/NPA: _____ County of Location: _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► *Enclose a copy of the public announcement*

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
Email Address		

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	2
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: Spanish	
<input type="checkbox"/> Resource Specialist	0
<input type="checkbox"/> Teacher Librarian Services	0
<input type="checkbox"/> Visiting Faculty Permit	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	0
Single Subject	5
Special Education	3
TOTAL	8

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☒ Yes ☐ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university intern program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? ⁴ _____

If yes, list each college or university with which you participate in an intern program.

San Joaquin COE; CSU, Stanislaus; Brandman Univ; Stanislaus COE

If no, explain why you do not participate in an intern program.

