

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**

**TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, SEPTEMBER 11, 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 #12-13/2, 3
  - 3.2 **Human Resources:**
    - 3.2.1 Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_.
    - 3.2.2 Conference with Labor Negotiator  
Agency Negotiator: 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:**
  - 6a Finding of Fact #12-13/2, 3  
**Action:** Motion \_\_; Second \_\_. **Vote:** Yes \_\_; No \_\_; Absent \_\_; Abstain \_\_

7. **Approve Regular Minutes of August 28, 2012, 2012 .**  
**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:  
9.1 SouthWest Park School Update
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\_\_\_  
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 6-7  
13.1.2 Approve Assembly, Service, Business and Food Vendors 8-13

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13.1.3 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	14-15
13.1.4 Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	16-17
13.1.5 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	18-19
<b>13.2 Educational Services:</b>	
13.2.1 Ratify Overnight Travel for Kimball High School Leadership to Attend a Chino Hills High School Rally with Activity Director, Janet Roberts in Chino Hills, CA on August 30 - 31, 2012	20
13.2.2 Ratify Contract with Allyson Moore, Behavior Consultant and Licensed Marriage, Family Therapist for the 2012 - 2013 School Year	21-23
13.2.3 Approve Overnight Travel for the Tracy High Earth Club Officers to Attend the Green Schools Summit in Pasadena, CA on September 27 - 29, 2012	24
13.2.4 Approve Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to Provide Professional Development on California's Common Core Standards (CCSS) for Mathematics	25-28
13.2.5 Ratify Overnight Travel for Tracy High Women's Varsity Water Polo Team's Attendance at the Silver State Shootout in Reno, NV on September 6 - 8, 2012	29
13.2.6 Approve Addendum to the West High Preliminary School Plan and Budget for the 2012 - 2013 School Year to Include "One Day at a Time" (ODAT) Program	30-40
13.2.7 Approve 2012 - 2013 Preliminary School Plan and Site Categorical Budget for Williams Middle School	41-48
<b>13.3 Human Resources:</b>	
13.3.1 Approve Classified, Certificated and/or Management Employment	49-50
13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	51-52
<b>14. Action Items:</b> 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.	
<b>14.1 Administrative &amp; Business Services:</b>	
14.1.1 Adopt Resolution No. 12-06 to Support Schools & Local Public Safety Protection Act (Prop 30) and Our Children Our Future: Local Schools and Early Education Investment Act (Prop 38).	53-55
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.1.2 Adopt Resolution No. 12-05 to Excuse Meeting Absence of Board Member	56-57
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.1.3 Consider Claim No. 470157 TUSD	58
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	

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|--------|--|-------------------------------|
| 14.1.4 | Adopt Resolution #12-08, Recertifying the Appropriation "Gann" Limits for the 2010/2011 School Year for Tracy Joint Unified School District<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___. | 59-63                         |
| 14.1.5 | Adopt Resolution No. 12-07 Celebrating September 11, 2012, as 100 Years of High School Education in Tracy<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.                                   | 64-65                         |
| 14.1.6 | Approve the Unaudited Statement of Receipts and Expenditures for the 2011-2012 Fiscal Year (Separate Cover Item)   | 66                            |
| 14.2   | <b>Educational Services:</b>   |                               |
| 14.2.1 | Ratify Master Contract with Spectrum Center, Inc. NPS for the 2012 - 2013 School Year<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   | 67-77                         |
| 14.2.2 | Ratify Contract with The Speech Pathology Group, Inc. for the 2012-2013 School Year<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   | 78-83                         |
| 14.2.3 | Ratify Contract with A Show Of Hands, Sign Language Interpreting Services<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   | 84-94                         |
| 15.    | <b>Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.  |                               |
| 16.    | <b>Superintendent's Report:</b> 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.    | <b>Board Meeting Calendar:</b>   |                               |
| 17.1   | September 25, 2012   |                               |
| 17.2   | October 9, 2012  |                               |
| 17.3   | October 23, 2012   |                               |
| 17.4   | November 13, 2012  |                               |
| 17.5   | December 11, 2012  |                               |
| 18.    | <b>Upcoming Events:</b>  |                               |
| 18.1   | October 22, 2012   | No School, Parent Conferences |
| 18.2   | November 12, 2012  | No School, Veteran's Day      |
| 18.3   | November 19-23, 2012   | No School, Thanksgiving Break |
| 18.4   | Dec. 17-Jan. 1, 2013   | No School, Winter 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, August 28, 2012**

- 5:30 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 (late to closed session: Vaughn, Guzman)  
Absent: Gregg Crandall  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:04 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 Application for Reinstatement #12-13/1, 2, 3, 4, 5, 6, 7, 8  
**Action: Vote:** Yes-4; No-0; Absent-3(Crandall, Vaughn, Guzman)  
**6b** Report Out of Action Taken on Application for Enrollment #12-13/1, 2, 3  
**Action: Vote:** Yes-4; No-0; Absent-3(Crandall, Vaughn, Guzman)  
**6c** Report Out of Action Taken on PE Exemption Student #10323888  
**Action: Vote:** Yes-4; No-0; Absent-3(Crandall, Vaughn, Guzman)
- Employees Present:** C. Minter, J. Cardoza, L. Beeso, C. Carlfeldt, D. Patterson, G. Garner, P. Hall, John Anderson, J. Skulina, CSEA members
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** C. Burkhart, R. Buchanan
- Minutes:** **Approve Regular Minutes of August 14, 2012**  
**Action:** Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- Student Rep Reports:** None.
- Recognition & Presentations:** **9.1 Villalovoz School Update on meeting ELL students' needs**  
Principal, Lisa Beeso, presented a power point. There are 253 ELL students representing 13 different races/ethnicities at Villalovoz. Teachers are trained with structures and strategies, academic vocabulary, TUSD's Big 4, GLAD, Direct Instruction, Math training, and Nancy Fetzer. The ELL program has leveled ELD rotations that meet daily. They have small group instruction during ExCEL time, and use Rosetta Stone and Santillana. Teachers know the CELDT levels of their students and teach by scaffold instruction, using graphic organizers, non-linguistic representations, lecture notes, document cameras, smart board interactive lessons and clickers.  
Teachers, Ms. Patterson and Ms. Carlfeldt demonstrated sentence building using

movie strips and how they teach students to makes more complex sentences so that students who don't have the language will learn how to build the story. It also helps learn the parts of speech. They showed an example of lecture notes and reviewed a sentence patterning chart.

## **Hearing of Delegations**

Parent, Chris Burkhart, spoke about the 8<sup>th</sup> grade students who are ahead in math and are allowed to take an advanced math class at Tracy High. It's a wonderful program, but they are not allowed to have transportation to get to Tracy High. The policy states that you must be a high school student to take the bus. The middle school gets them back, but it is concerned on how to get them to school. He would like a change in policy to allow these students to ride the high school bus. The bus is already in place and going to Tracy High. At Jefferson there are 4 students in this class.

Coach, Keith Britt, feels that the Tracy High swimming pool should be named after Steve Donahue. He would like the board to take the necessary steps to have the Tracy High pool facility named after Mr. Donahue.

## **Information & Discussion Items:**

### **11.1 Administrative & Business Services:**

#### **11.1.1 Receive Report on the California Budget and Implications to Tracy Unified School District**

Associate Superintendent of Business Services, Dr. Casey Goodall, presented a power point. The budget will depend on the passage or failure of Prop 30. This will be on the November 6<sup>th</sup> ballot. The San Joaquin County Office of Education has directed districts to start planning in case this does not pass. If it fails, we would be forced to cut \$6.9 million which would be implemented in the 2013-14 school year. If it passes, it will stabilize funding, but would not create an increase in funding. If it fails, it would result in a reduction of approximately \$441 per student to TUSD. Our current year enrollment is down 120 students from what we projected.

### **11.2 Educational Services:**

#### **11.2.1 Receive Report on the Common Core State Standards (CCSS) Part 4, Focus on the New Assessment System Through the Smarter Balanced Consortium**

Director of Curriculum, Accountability and Continuous Improvement, Dr. Carol Anderson-Woo, presented a power on how these new standards will be assessed. As part of the implementation we are part of Smarter Balanced which includes 27 states. The first set are formative assessments which are voluntary that can measure students' progress. The Second set are interim assessments which are like benchmark assessments. Summative assessments will be at the end of the year. This is technology based and must cover the full breadth and depth of the common core. They will also be looking at performance task that would be completed in the classroom. These are multiple day/complex tasks. With computer adaptive assessments, we will get

results in a much quicker time. The test will be shorter. Tests will be based on how a student answers the questions and will have increased precision tailored to the student's ability. There will also be greater security. Summative will replace STAR testing. At this point they are testing grades 3 and up. During the 2011-12 year, they began with experts and developing tests. During the 2012-13 school year they are doing cognitive labs and field trials and will be pilot testing 10,000 items. During the 2013-14 there will be field testing of 37,000 items and will set the performance standards (cut scores). In the 2014-15 school year they will have interim and formative available for use, operational summative assessments and will verify performance standards. They will provide paper/pencil options for the first 3 years. More information can be found a [www.smarterbalanced.org](http://www.smarterbalanced.org).

**Public Hearing:** None.

**Consent Items:** **Action** Pulled Item 13.2.10. **Vote:** Yes-6; No-0; Absent-1(Crandall)  
 Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, spoke on items 13.2.4 through 13.2.9 which are to ratify master contract agreements with non public schools, NPSs. These are schools that are not part of the public system and serve only students with disabilities and needs for specific services. NPS sites are chosen very carefully with specific needs of the student in mind. Special ed students and their family participate in an IEP. The IEP team contains students, teachers and staff. Students are sometimes transported by the agency themselves, it depends on the needs of the students. The student transportation required is all determined based on the needs of the student.

**13.1 Administrative & Business Services:**

**13.1.1** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment

**13.1.2** Approve Assembly, Service, Business and Food Vendors

**13.1.3** 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

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

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

**13.2 Educational Services:**

**13.2.1** Ratify Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to Provide Professional Development on California's Common Core Standards (CCSS) for Mathematics

**13.2.2** Approve the Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant Application for 2012-2013

- 13.2.3 Approve Agreement for Special Contract Services with Counseling and More (CAM) to Provide Training for Parents at Villalovoz Elementary School for the 2012 – 2013 School Year
- 13.2.4 Ratify Master Contract and Individual Services Agreement with Central Valley Training Center, NPS for the School Year 2012-2013 (Separate Cover Item)
- 13.2.5 Ratify Master Contract and Individual Service Agreements with Children's Home of Stockton, NPS for the School Year 2012-2013 (Separate Cover Item)
- 13.2.6 Ratify Master Contract with Options in Education, NPS for the 2012-2013 School Year (Separate Cover Item)
- 13.2.7 Contract and Individual Service Agreement with Sierra School, NPS for the 2012-2013 School Year (Separate Cover Item)
- 13.2.8 Ratify Master Contract and Individual Services Agreement with Stockton Education Center, NPS for the School Year 2012-2013 (Separate Cover Item)
- 13.2.9 Ratify Master Contract and Individual Service Agreement with Tobinworld II, NPS for the 2012-2013 School Year (Separate Cover Item)

CSEA President, Gayle Garner commented that CSEA and the District have been discussing this issue for a few months. Some of the transportation with these contracts are being contracted out and some cases are by private vehicle. These are TUSD kids and we are sending them somewhere else. A grievance will be coming from CSEA that will be given to HR tomorrow.

Art Flores and Vince Carranza filled out cards, but declined to speak.

- 13.2.10 PULLED: Approve Addendum to the West High Preliminary School Plan and Budget for the 2012-2013 School Year to Include "One Day at a Time" (ODAT) Program
- 13.2.11 Ratify Agreement for Special Contract Services with Pacific Educational Group to Provide Staff Development to the District Leadership Team and District Management Team from August 28, 2012 through February 28, 2013

### 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 Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for the 2012-2013 Fall Season
- 13.3.4 Approve Agreement for Special Contract Services for Assistant Varsity Football Coach Randy Nunez for the 2012-2013 Fall Season
- 13.3.5 Ratify Agreement for Special Contract Services for Assistant Cross Country Coach Kristina Padilla for the 2012-2013 Fall Season
- 13.3.6 Approve Agreement for Special Contract Services with @Work Medical Services to Provide Nurses for Needed Nursing Services
- 13.3.7 Ratify Agreement for Special Contract Services for Assistant Football Coach John Gallagher for the 2012-2013 Fall Season

**Action Items:****14.1 Administrative & Business Services:**

**14.1.1** Adopt Resolution No. 12-04 to Excuse Meeting Absence of Board Member

**Action:** Vaughn, Guzman. **Vote:** Yes-5; No-0; Absent-1(Crandall); Abstain-1(Swenson)

**14.1.2** Approve Change to AR 1330.1 Community Rental of School District Facilities (Intent to Adopt)

Dr. Casey Goodall commented that the City of Tracy and TUSD have been working on their agreement and are working towards having a plan in place. They will be meeting to move ahead and try and resolve the problem.

**Action:** PULLED. **Vote:** None.

**14.2 Educational Services: None.****14.3 Human Resources:**

**14.3.1** Approve Change in Language for the Conflict of Interest Code

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

**Board Reports:**

Trustee Gouveia commented on the Perkins grant. He feels the results were great and went above and beyond state benchmarks in every category. Staff and students should be commended. He also participated in the Parks and Rec Commission meeting. There are a number of leagues that have signed agreements with the City to use Holly Sugar fields. He participated in the city/school liaison meeting and enjoyed the welcome back event. Trustee Swenson commended the principals, athletic directors, activity directors and club advisors for finishing with positive balances in their accounts. Trustee Guzman also commented on the Perkins and thinks it is a great use of money for our night school and adult education. Trustee Vaughn passed. Trustee Silva reported that the year is off to a good start. He attended the Back to School Night last week at West High and football has started. West came up short Friday but put up a valiant effort. Trustee Costa thanked the Bohn School PTO for the donation of \$7500 to the school. She also thanked Walmart for their donations to our schools.

**Superintendent Report:**

Dr. Franco commented that it is satisfying to follow students through their career. He commended Andrew Gouveia for being named to the Delta College Soccer Team. He also gave kudos to Bonny Carter for all of the facilities projects. He also thanked Walmart who came in and gave a pep talk at the District Welcome Back and gave away money. At church he was asked if he had seen the paper and was told that TUSD was in the Wall Street Journal. He gave kudos to Carol Woo for meeting with their reporter. Back to School nights went well. West High has opened up the Academic Learning Community and there have been good reports so far. Paul Hall is doing a good job at running his Phoenix Program for our students.

8:50 p.m.

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Clerk

Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 11, 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:

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From the Boys & Girls Club of Tracy. This donation consists of three HP Pro 3400 Series computers and three HP LV1011 19 inch monitors with a total estimated value of \$1,995.00. This donation will be used by students in the classroom.

Kelly Elementary School:

1. Tracy Unified School District/Kelly Elementary School: From Mrs. Helen Kelly in the amount of \$500.00 (\$400.00 ch. #1647, \$100.00 cash). This donation was made in honor of her husband, George Kelly, and will be used towards the purchase school supplies.

McKinley Elementary School:

1. Tracy Unified School District/McKinley Elementary School: From the Boys & Girls Club of Tracy. This donation consists of four HP Pro 3400 Series Computers and three HP LV1011 19 inch monitors with a total estimated value of \$2,660.00. This donation will be used by students in the classroom.

Villalovoz Elementary School:

1. Tracy Unified School District/Villalovoz Elementary School: From the Boys & Girls Club of Tracy. This donation consists of seven HP Pro 3400 Series computers and seven HP LV1011 19 inch monitors with a total estimated value of \$4,655.00. This donation will be used by students in the classroom.

**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 30, 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
<p><b>*FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY</b></p> <p><b>See specifics below</b></p>		
<b>ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL:</b>		
	Camfel Productions- A Multi Media Production. Veronica Loya, 626-960-6922, veronica@camfel.com. www.camfel.com	6/1/2013
	Give Every Child A Chance, Tutor Mentoring Program, 855-0702, www.gecactracy.org	3/6/2013
	Audio Tech - DJ Services. David Mendez-609-6012, djdavies81@yahoo.com, Rod Riley-499-2517322-3047, rodriley21@yahoo.com	8/24/2013
<b>↓ APPROVED LIST BELOW BY EXPIRATION DATE↓</b>		
4/12/11	John Searle - Stage Workshops, johnsearles1@aol.com, www.johnsearlesfights.com/index.shtml	8/31/2012
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

Board Approved	Vendor	Insurance Expires
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
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 - harveyc@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

Board Approved	Vendor	Insurance Expires
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
8/25/09	Soul Shoppe - Vicki Abadesco, 415-333-9347, info@soulshoppe.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
8/28/12	One Day At A Time, Inc. - Youth conflict management, Gang intervention and gang awareness. Johnny Rodrigues-925-437-3574. www.odatec.org	2/27/2013
4/12/11	LMG Attractions- DJ Services. 275-0226, www.lmgattractions.com	3/1/2013
5/8/12	Jester Games - Diablo presentation. Roxanne Lynch - 310-613-0331. Roxanne@thediablofest.com. www.thediablofest.com	4/25/2013
8/28/12	Shows that Teach - Mark Beckwith, 800-909-0024, mark@showsthatteach.com, www.showsthatteach.com. Fax#818-979-7198. variety of artistic stage productions on subjects such as character education, music history, reading motivation, fine arts, environmental conservation, red ribbon, water science, the holidays, inventors, character and anti-bullying.	4/25/2013
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2013

Board Approved	Vendor	Insurance Expires
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
3/8/11	Andrew Troisen, DDS. 833-1240	7/1/2013
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 Entertainment-DJ Service, Amy Wu 510-601-0600, info@feetfirstevents.com	10/12/2013
5/8/12	Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1 - Contact Cindy Everhart.</b>	NO Charge, Tier 1
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	NO Charge, Tier 1
12/13/11	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	NO Charge, Tier 1

Board Approved	Vendor	Insurance Expires
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 11, 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**

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A. Vendor: Simplex Grinnell  
Site: District Wide  
Item: Contract  
Services: Conduct annual inspections of Fire Sprinkler Systems per NFPA 25.  
Includes a five year inspection when due.  
Cost: \$10,986.96 annually for a term of five years  
Project Funding: General Fund-Environmental Compliance

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 4, 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: Notice of Completion  
Services: Contractor provided and installed new A/C Split Systems in the MDF/IDF rooms.  
Cost: \$35,762.00  
Project Funding: Measure S Bond Funds

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B. Vendor: D & C Roadrunner Glass  
Site: Monte Vista Middle School Modernization  
Item: Estimate - Ratify  
Services: Contractor to provide window replacement (glazing) of broken windows and to replace lower windows with tempered glass as required by current code.  
Cost: \$13,915.56  
Project Funding: Measure S Bond Funds, QSCB Funds and State School Building Fund (SSBF)

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C. Vendor: Mobile Modular  
Site: Monte Vista Middle School Modernization  
Item: Agreement - Ratify  
Services: Deliver and remove (4) 9x40 & (1) 8x20 storage containers to the school site and rent for approximately 3 months.  
Estimated Cost: \$2,850.00  
Project Funding: Measure S Bond Funds, QSCB Funds and State School Building Fund (SSBF)

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D. Vendor: AMS.Net, Inc.  
Site: North Elementary School  
Item: Notice of Completion  
Services: Contractor provided cabling and rack infrastructure for the site per the agreement.  
Cost: \$99,554.78 Change Orders: \$495.00 Total Contract: \$100,049.78  
Project Funding: Measure S Bond Funds

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** September 4, 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:	Division of the State Architect
Site:	West High School Performing Arts Center
Item:	Additional Fees - Ratify
Services:	Access compliance and structural safety fees required for DSA final plan review to close project.
Cost:	\$2,360.15
Project Funding:	Measure E Bond Funds and State School Building Fund (SSBF)

---



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** August 21, 2012  
**SUBJECT:** Ratify Overnight Travel for Kimball High School Leadership to Attend a Chino Hills High School Rally with Activity Director, Janet Roberts in Chino Hills, CA on August 30 - 31, 2012

**BACKGROUND:** The Kimball High School (KHS) Leadership class has been invited to attend a rally hosted by Chino Hills High School with Activity Director Janet Roberts in Chino Hills, CA. Six (6) students and two (2) advisors will attend this event. They will travel to Chino Hills, CA on the morning of Thursday, August 30 and return home on Friday, August 31, 2012. Students will be transported by Matt Soeth in a District van. Supervision will be provided by advisors, Matt Soeth and Laurel Taylor. Participants will stay at the Hampton Inn Suites in Chino Hills, CA. This request is being submitted as ratification due to the additional work related to the beginning of the school year.

**RATIONALE:** The KHS Leadership class has been invited to attend a rally hosted by Chino Hills High School with Activity Director Janet Roberts in Chino Hills, CA. As part of Kimball's commitment to improving and growing student leaders, we are excited to be a part of this opportunity to learn from a nationally recognized activity director for her involvement and effort in school promotion, advertising, and spirit events. Students will assist with the set-up of the rally and have an opportunity to view the rally during the double assembly schedule on Friday. Additionally, Kimball students will have a chance to network with Chino Hills students about their events and how to utilize and implement their ideas at Kimball High School. Involvement in student activities has shown to increase student performance in testing and academics, as well as decrease student drop rates. Putting on stronger campus events, spirit days and rallies helps students feel more connected and involved in school. 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 to achieve District goals.

**FUNDING:** There is no cost to the District. The total cost per member will be \$180.00 which includes transportation, lodging and food. Funding for this trip will be paid through a combination of fundraising opportunities, ASB Funds and personal funding for the participants electing to participate in this event.

**RECOMMENDATION:** Ratify Overnight Travel for Kimball High School Leadership to Attend a Chino Hills High School Rally with Activity Director, Janet Roberts in Chino Hills, CA on August 30 - 31, 2012

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 28, 2012  
**SUBJECT:** Ratify Contract with Allyson Moore, Behavior Consultant and Licensed Marriage, Family Therapist 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 to benefit from the special education program. Ms. Moore has a lengthy history with TUSD and as a board certified behavior analyst and a licensed marriage, family therapist, presents unique skills to assist TUSD in developing programs to meet the mental health needs of our students, especially students of children with autism, as required by the new AB114. This agenda item needs to be ratified so that required services are able to be provided to students.

**RATIONALE:** School districts are now required to provide mental health support to children with IEPs. 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 \$24,000 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 Contract with Allyson Moore, Behavior Consultant and Licensed Marriage, Family Therapist 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: Consultation and training to psychologists regarding mental health issues, social skills and behavior as it relates to mental health; assisting with developing process to access various levels of mental health support within TUSD
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **20 HOURS MONTHLY** 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 \$ 24,000.00 Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
  - b. District ☐ **SHALL**; ☒ **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 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.

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)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature, Tracy Unified School District

\_\_\_\_\_  
Date

Dr. Janet Skulina Director, Special Education  
Title

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Budget Approval

Dr. Casey Goodall, Asst. Superintendent, Business Services  
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,
  - (2) Whenever organizational names are used, the employer IRS Identification Number must
- a Social Security Number.

such as president.  
be used instead of



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** August 22, 2012  
**SUBJECT:** Approve Overnight Travel for the Tracy High Earth Club Officers to Attend the Green Schools Summit in Pasadena, CA on September 27 - 29, 2012

**BACKGROUND:** The Earth Club officers request permission to travel to Pasadena to participate and present at the Green Schools Summit. Mr. Dean Reese, advisor, will transport the students in his private vehicle and Mr. Ken Wedel, teacher, will accompany and chaperone the students. The students who will be attending are Shamani Whadhwani, Margaret Lau, Chelsea Fowler and Martina Axner. They will be staying at the Howard Johnson Hotel in Pasadena, CA.

**RATIONALE:** This experience will provide the students with a valuable chance to listen to a variety of leaders on the topic of greening schools in the golden state. The Tracy High Earth Club recently received the CalRecycle Grant and will present their efforts to improve the recycling program at Tracy High. This aligns with District Strategic Goal#1: Prepare all students for college and careers and District Strategic Goal #5: Continuously improve fiscal, facilities and operational processes.

**FUNDING:** The total cost will not exceed \$1,000. Expenses for the Green Schools Summit will be paid out of the Earth Club ASB account.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High Earth Club Officers to Attend the Green Schools Summit in Pasadena, CA on September 27 - 29, 2012

**Prepared by:** Mr. Jason Noll, Principal, Tracy High School



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of  
Educational Services & Human Resources  
**DATE:** August 29, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with San Joaquin County  
Office of Education (SJCOE) Math Department to Provide Professional  
Development on California's Common Core Standards (CCSS) for  
Mathematics at Villalovoz Elementary School

**BACKGROUND:** Villalovoz Elementary School is embarking on the implementation of the new California Common Core Standards (CCSS). During the 2012-2013 school year, 3 fourth grade teachers will be trained on the CCSS for Mathematics. The San Joaquin County Office of Education Math Department will provide the training. The training will be in the form of 3 lesson study modules. The modules will involve all day sessions or lesson studies with the teachers creating and presenting Math Lessons that build upon the common core standards. All training will take place at Villalovoz Elementary School.

**RATIONALE:** This agenda item supports District Strategic Goal #1: Prepare all students for college and careers. With the advent of the new Common Core Standards, the focus is on rigor and relevance. Whether students are going directly to college or into the work force, these new standards will better prepare students for both. This agenda item also supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between student subgroups is closed. In spring of 2015, California will have a new assessment system based on the new Common Core State Standards. Students will be held accountable for those new standards. Therefore, we will train our fourth grade teachers so they have a better understanding of the common core standards and the students will be ready for the first administration of the new standardized assessment program. Finally, this agenda item supports District Strategic Goal #6: Develop and support a high performing work force. The Common Core State Standards in Mathematics stipulate modest changes to the content taught at each grade level but they suggest significant changes in the mathematical practices that occur in each classroom. Teachers of mathematics deserve this opportunity for professional growth so they can bring those mathematical practices into their classrooms and to train others teachers to do the same.

**FUNDING:** Funding for this contract is to be paid from Site Title I and Site Title II funds. This contract shall not exceed \$4,500.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education (SJCOE) Math Department to Provide Professional Development on California's Common Core Standards (CCSS) for Mathematics at Villalovoz Elementary School

**Prepared by:** Lisa Beeso, Villalovoz 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 San Joaquin County of Education Mathematics Department, 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: San Joaquin County Office of Education (S.J.COE) Math Department will Provide 4th grade teachers with Professional Development on California's Common Core Standards (CCSS) for Mathematics
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 6 ( ) ☐ HOURS ☒ DAY(s), under the terms of this agreement at the following location Villalovoz.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 4,500 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 4,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 24th, 2012, and shall terminate on January 31st, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 days days written notice.
6. Contractor shall contact the District's designee, Lisa Beeso at (209) 830-3331 x8055 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)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title I and Title II

\_\_\_\_\_  
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.



San Joaquin County Office of Education  
Mick Founts, Superintendent of Schools

### MEMORANDUM OF UNDERSTANDING

This Agreement by and between San Joaquin County Office of Education Mathematics Department, and Villalovoz Elementary School to provide six days of professional development in Lesson Study in Mathematics for Fourth Grade Teachers. The two parties, SJCOE and Villalovoz School mutually agree to the following:

#### I. CONSULTANT AND/OR SERVICES DEFINED

This Agreement calls for SJCOE to provide professional development in Lesson Study in Mathematics to Villalovoz Elementary Fourth Grade Teachers.

#### II. TERMS OF AGREEMENT

Services to be delivered to Villalovoz Elementary School by SJCOE for fiscal year 2012-2013. SJCOE shall begin services on September 1, 2012.

#### III. COMPENSATION

For services provided by SJCOE Mathematics Department, Villalovoz Elementary School will pay Mathematics Department the sum of \$4,500 for Professional Development for these six days of professional department for fourth grade teachers.

Payment to Mathematics Department by Villalovoz Elementary School for this service will be made, 7 business days prior to each workshop.

#### IV. CERTIFICATION OF NON-EMPLOYEE STATUS:

A. SJCOE/Mathematics Department certifies that at all times the consultant/SJCOE is acting as an independent contractor and not as employee of Villalovoz Elementary School. Villalovoz Elementary School agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.

B. SJCOE agrees to make no claims against Villalovoz Elementary School for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that SJCOE is not entitled to any such benefits.

Lisa Beeso  
Lisa Beeso

Principal, Villalovoz Elementary School

DATE

8/28/12

Satinder Singh  
Satinder Singh, Director of Mathematics  
San Joaquin County Office of Education

DATE

8/28/2012

Scott Anderson, Division Director, Operations

DATE



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 28, 2012  
**SUBJECT:** Ratify Overnight Travel for Tracy High Women's Varsity Water Polo Team's Attendance at the Silver State Shootout in Reno, NV on September 6 - 8, 2012

**BACKGROUND:** Sixteen members of the Tracy High Women's Varsity Water Polo Team participated in the Silver State Shootout in Reno, Nevada on September 6-8, 2012. Coach Keith Britt, Coach Kevin Trew and four parents transported athletes and chaperoned the trip. The team traveled by District van and private vehicles; all drivers were District approved prior to the trip. They stayed at the Grand Sierra Hotel in Reno. The Silver State Shootout is one of the best tournaments for Varsity High School athletes on the West Coast. The games took place at the Idlewild Pool Complex which features an Olympic size pool. This agenda item needs to be ratified due to the event occurring just prior to the September 11, 2012 Board meeting.

**RATIONALE:** This experience provides the participating athletes with a valuable opportunity to build on teamwork, to enhance team chemistry and to compete with other student athletes outside of their geographical area. This aligns with 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:** The tournament fee of \$350 was paid out of the Water Polo budget. Expenses for traveling were expected to be \$150 per participating athlete for the four day event. Fundraisers and donations were held to off set the cost for the athletes.

**RECOMMENDATION:** Ratify Overnight Travel for Tracy High Women's Varsity Water Polo Team's Attendance at the Silver State Shootout in Reno, NV on September 6 - 8, 2012.

**Prepared by:** Jason Noll, Principal, Tracy High School



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** August 29, 2012  
**SUBJECT:** Approve Addendum to the West High Preliminary School Plan and Budget for the 2012-2013 School Year to Include "One Day at a Time" (ODAT) Program

**BACKGROUND:** West High School's 2012-2013 School Year Preliminary Site Plan and Budget were approved at the Tracy Unified School District Board Meeting on June 12, 2012. In preparation of this Preliminary Plan and Budget, several West High staff members researched a new program to offer at the site. The program, "One Day at a Time" (ODAT) specifically targets Latino students but is open to all students. This program provides interventions that consist of conflict management, gang interventions, staff workshops on gang awareness, meetings with students, and presentations on teen violence. West High School Site Council approved a \$15,000.00 expenditure for this program for West High students during the 2012-2013 school year. During the summer, all three high schools did further research on this program. Johnny Rodriguez, founder and Executive Director of "One Day at a Time", will work with West High staff and students for the 2012-2013 school year. At the time of submission of West High School's 2012-2013 School Year Preliminary Site Plan and Budget in June 2012, plans for this program were not finalized nor reflected in the School Site Plan or budget. In order to begin providing these services early in the current school year, there is a need to seek the Board's approval.

**RATIONALE:** ODAT is a program designed to help staff awareness with gang and violence issues, as well as to engage students in their education and decision-making skills. This program provides students with tutorials, fieldtrips, gang awareness, conflict resolution strategies and healthy lifestyle skills. This supports District Strategic Goal #1: Prepare all students for college and careers and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The contract is for \$14,700.00. Services will be provided for 12 hours a week at \$70.00 per hour from Sept. 12, 2012 through Dec. 31, 2012. Funding for this program is provided with site EIA funds.

**RECOMMENDATION:** Approve Addendum to the West High Preliminary School Plan and Budget for the 2012-2013 School Year to Include "One Day at a Time" (ODAT) Program

**Prepared by:** Jeff Frase, Principal, West High School

## West High Preliminary School Plan 2012-2013

### A. School Governance and Planning Process

The School Plan and budget had preliminary approval by the School Site Council at the May 23, 2012 meeting where the SSC reviewed preliminary budget and goals for 2012-13 school year.

#### **School Site Council Membership for 2012/13**

Names of Members	School Personnel 50% of SSC			Parents/Students 50% of SSC	
	Principal	Classroom Teacher	Other Staff	Parent or Community Member	Secondary Student
Jeff Frase	X				
Leslie McCoy		X			
Walter Patteson		X			
Richard Tanner		X			
Valerie Pedersen			X		
Jon Mendoza				X	
TBA				X	
Alina Amour					X
Adrian De la Cruz					X
Jessmyn Solana					X
Numbers of members of each category	1	3	1	2	3
Total in each group	5			5	

The Site ELAC met on: (date) \_\_\_\_\_ and (select one):

☒ determined to continue as an ELAC with adopted bylaws

ELAC Chairperson: \_\_\_\_\_ TBA

☐ determined to disband and be represented on School Site Council

ELAC Representative: \_\_\_\_\_

Members will be updated in September of 2012.

**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**

Rationale: (district) The district goals are that student will be prepared for college and careers; and that all subgroups meet AYP targets and that the achievement gap be closed by raising the achievement of lower performing subgroups. The district goal also includes that EL students meet Title III AMAO targets annually. The EL subgroup and other at-risk groups do not meet AYP. Additionally the percent of students scoring proficient in Math at grades 6-11 is significantly below AYP targets

Site Rationale: West High is striving to meet the state goal of an API score of 800 or higher. While our longitudinal studies indicate that ELA achievement is improving in all subgroups, the gap remains essentially static over the last five years for Hispanic and Low SES subgroups. In Math, the longitudinal studies indicate that all subgroups are making progress, and the achievement gap has narrowed slightly in all subgroups with the exception of the Hispanic subgroup, where it has increased slightly. California State Standards form the core of all instruction at West High, and all students access this curriculum. Currently, students who fail one or more classes are at risk of not only losing graduation opportunities, but failing to access more rigorous upper level courses. We recently secured a CAPP grant that will assist our Algebra 1 and IMP students over the course of the next 2½ years. The grant will enable us to implement improved formative testing using a computer diagnostic tool. Teachers will be released, using grant funds, to participate in increase collaboration with teachers from the middle schools with the goal of improving math instruction and subsequent results.

We also plan to implement a new program, One Day at a Time (ODAT), that is designed to help with staff awareness of gang and violence issues as well as to engage students in their education and decision-making skills. This program provides students with tutorials, field trips, gang awareness, conflict resolution strategies and healthy lifestyle skills. This program also supports District Strategic Goal #2, To provide a safe and equitable learning environment, as well as District Strategic Goal #7, To develop and utilize partnerships to achieve District goals. Funding for ODAT will require \$15,000. Services will be provided for 12 hours a week at \$70 per hour. Services will be provided from September 12, 2012 through January 18, 2013. Funding for this program is provided with site EIA funds.

**Goal #2 – Provide a safe and equitable learning environment**

- a. Increase students' average daily attendance
- b. Increase cultural proficiency

Rationale: (district) The district has set an overall target of 98% attendance. Research shows that when students are in school they achieve at higher academic levels. The district goal is to increase cultural proficiency throughout the district to ensure that student and staff are afforded a safe and equitable learning environment.

Site Rationale: To address this goal an action plan was created because a student cannot learn effectively if s/he is not present in school, to increase state funding for the district and site, and the higher the average daily attendance, the higher the district funding. This goal was based upon the district goal to increase student attendance and meet the 98% or increase by 5% by providing a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards that results in closing the achievement gap.

In our increasingly diverse society, it is imperative that educators learn to understand the differences in students from different cultures and racial backgrounds. This understanding must translate into difference approaches and instructional methods that are designed to take into account these differences and produce improved student learning. West High will use this opportunity to reach out to our students and community in ways designed to increase cultural understanding and our staff's cultural proficiency.

**Goal #3 – Goal #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.**

(Note: Title I schools must allocate at least 10% of Title I funds to staff development)

Rationale: (district) The district strategic goals and LEA Plan include goals which focus on providing ongoing professional development and support to teachers and site administrators that result in increased achievement for all students in order to close the achievement gap.

Site Rationale: Professional development for 2012-13 is focused on increasing deployment of the "Big 4" instructional strategies schoolwide. This will be done through further teacher training and deployment via SJCOE RSDSS support training. We have scheduled regular updates by district and site administration and the Direct Instruction teacher team to solidify teacher skills. We have also scheduled 16 administrator and teacher walk-throughs to measure the deployment of the Big 4, with an emphasis this year on Learning Objectives and Checking For Understanding. Increasing student engagement has been targeted with CISC-led training on site. AVID training will continue to strengthen study skills, Cornell note taking, and small group strategies for staff members who received this training and are using it in their classes.

Cultural proficiency is being implemented through administration training that is passed on to staff via ERM trainings and data sharing at faculty meetings. WASC has supported these goals by shining additional light on the implications of West High's student achievement data. The Visiting Committee WASC

recommendation #5 is to continue to improve and increase the deployment of the Big 4 instructional strategies.

**Goal #4 – Parent Involvement: Parent Involvement: Strategies to encourage parent involvement and provide parent education.**

Rationale:(district) Sustained parent involvement is linked to student achievement and staying in school. Federal and state regulations mandate meaningful opportunities at all grade levels for parents/guardians to be involved in school activities, advisory, decision-making, and activities to support learning at home.

Site Rationale: WHS continues to make significant efforts to involve parents in the educational process. Parents are actively recruited to participate in Site council, WASC, ELAC, and other committees. Speakers from “Empowering Parents” come to evening parent meetings and educate parents on navigating the educational system. We hold morning Parent Support (PS) meetings to discuss educational topics that are driven by parent requests. We recently presented on cyber bullying and drugs in the schools. We inform parents about activities through the web site, marquee, synre-voice, and letters home. We have also met with senior parent groups to communicate different activities for seniors. Flyers for upcoming events and committees were distributed at Back to School Night and Parent Teacher Conferences.

**Goal #5 – Technology: Technology: Use technology as a tool for improvement in instruction; management of departments, sites and classrooms; and to increase efficiency in operations across the district.**

Rationale: (district) The district is committed to providing students and staff with the technology tools and skills to support academic content standards and improve learning so that they can compete in a digital world.

Site Rationale: Technology is a valuable resource in the educational process. We are in the process of equipping each classroom with LCD projectors. We are looking into grants or other funding sources to mount these projectors. Each room has a teacher computer and WHS has three computer labs available as well, for whole classes. Space and Engineering, ABL, and AP Science classes use specialized technology and computer software to enhance student learning.

WHS administration currently has access to social networking sites, which assists our efforts to prevent cyber bullying and assists our investigations. Security cameras have recently been installed, which will provide opportunities for increased security and safety. Students must sign “authorized use agreement” (AUA) forms in order to access computer technology at school, and are restricted from use of school technology if they violate the AUA.

Goal #6 – Improve the school libraries.

(Sites are not required to allocate funds to libraries this year.)

Rationale: This is a requirement under the School and Library Improvement Block Grant.

## **VENDOR AGREEMENT FOR SERVICES**

THIS AGREEMENT is made between Tracy Unified School District, 1895 West Lowell Avenue, Tracy, CA 95376, hereinafter referred to as the DISTRICT, and the following named VENDOR:

**BUSINESS NAME:** One Day at a Time

**ADDRESS:** 331 Pine Street,

**MAILING ADDRESS:** (if different than above)

**CITY:** Brentwood

**STATE:** CA

**ZIP:** 94513

**PHONE:** 925-437-3574

**FAX:**

**FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER:** 33-1013567

### **1. TERM AND TERMINATION**

This Agreement is effective on 9/12/12 and terminates on 12/31/12 or upon completion of services, whichever occurs first. This Agreement may be terminated by DISTRICT upon fifteen (15) days written notice to VENDOR or by mutual written consent of both parties.

### **2. SUBCONTRACT OR ASSIGNMENT**

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

### **3. INDEPENDENT CONTRACTOR STATUS**

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. VENDOR understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

### **4. TAX REPORTING/PAYMENT**

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. The DISTRICT shall provide VENDOR an annual statement of compensation on the appropriate federal and state forms (1099).

### **5. REGULATIONS**

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations and Board of Education policies in performance of this Agreement.

### **6. FINGERPRINTING AND CRIMINAL RECORDS CHECK**

VENDOR shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the VENDOR and/or its employees. VENDOR shall not permit any employee to have any contact with DISTRICT pupils until such time as VENDOR has verified in writing to the governing board of the DISTRICT that such employee has not been convicted of a felony, as defined in Education Code §45125.1 or DISTRICT has indicated on Page 3 of this Agreement that VENDOR is exempt from compliance.

### **7. GOVERNING LAW**

This Agreement shall be governed under the laws of the State of California.

## 8. MISCELLANEOUS

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

## 9. INDEMNIFICATION

VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Education, officers, employees and agents, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, and judgments, including attorneys fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused that may arise for any reason from VENDOR'S performance of this Agreement.

## 10. INSURANCE

During the term of this agreement, VENDOR shall keep in full force and effect a policy or policies of liability insurance from a California licensed insurer and shall provide DISTRICT with a Certificate of Liability Insurance for liability coverages and limits acceptable to the District. Certificate Holder is Tracy Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming DISTRICT as additional insured.

## 11. DESCRIPTION OF SERVICES (SCOPE OF WORK)

VENDOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

### Exhibit A

The following services will be offered on a weekly basis while on campus or occasionally as needed:

- School Visits and School Site Related Services

Services include meetings requested by Site Administrators, additional meetings with students as requested by school site staff or parents, evaluation time and preparation and/or planning for activities.\* (e.g. discipline meetings, crisis mediation, consultations, presentations to staff and student body). There will be an emphasis on the Latino population at West High School. The following are examples of services that may occur during the weekly site visits.

All personnel employed by vendor that do not have fingerprint clearance must be accompanied by a certificated employee at all times when in contact with students.

West High School:	12 hours / week x 18 weeks = 210 hours
<b>Total Hours:</b>	<b>210 hours</b>

### **Conflict Management:**

The program will assist with conflict mediation while on school premises.

### **Gang Intervention:**

The program will assist with gang intervention while on school premises.

### **Staff Workshop on Gang Awareness:**

ODAT will offer gang awareness workshops to teachers and administrators who request such seminars/workshops for their school. Gang materials will be demonstrated and staff will be taught how to identify member or someone affiliated with a gang and the alternatives that can be offered in order to assist youth.

### **Class Presentations on Teen Violence:**

Class presentations on gangs, violence and peer pressure will be conducted on a monthly basis in various classrooms. ODAT's goal is to provide presentations on the consequences of negative life choices.

12. **COMPENSATION**

DISTRICT agrees to pay VENDOR for services rendered upon VENDOR submitting an invoice and completed IRS Form W-9 and after obtaining originator's verification that services have been performed. Payment shall be made as follows:

- ☐ Partial Payments (must be specified): \$70 an hour not to exceed \$14,700.
- ☐ Payment in Full

**TOTAL AMOUNT DUE: \$ 14,700.00**

13. **OWNERSHIP OF DESIGNS AND PLANS**

VENDOR agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services rendered shall be owned by and assigned to DISTRICT as its sole and exclusive property.

14. **COMPLETION**

The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof.

*This contract must meet the provisions of Board Policy/Administrative Rule #3340 and Board Policy #9421 in order to be valid or binding against the District.*

The parties have executed this Agreement on the date indicated below.

VENDOR Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Principal or Department Administrator's recommendation for approval of agreement, certification that Vendor is exempt*  
☐ not exempt ☐ from fingerprinting and criminal records check, and submittal of vendor's certificate of insurance  
*(Item 10) with this contract.*

Signature \_\_\_\_\_ Date: \_\_\_\_\_

DISTRICT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Board Approval \_\_\_\_\_  
BUDGET FUNDING SOURCE - SACS CODE: 01-7400-1110-1000-5800-150-0-100

		<u>Total</u>	<u>Site</u>	<u>MAA</u>	<u>EIA</u>	<u>Title II</u>
	12/13 Estimated Allocations	\$ 160,110		\$ -	\$ 154,110	\$ 6,000
	11/12 Carryover	\$ -				
	Sub-Total	\$ 160,110	\$ -	\$ -	\$ 154,110	\$ 6,000
	Centralized Services	\$ 10,818			\$ 10,818	
	<b>TOTAL</b>	<b>\$ 170,928</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 164,928</b>	<b>\$ 6,000</b>
	<b>ALLOCATED GOAL TOTAL</b>	<b>\$ 125,289</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 119,289</b>	<b>\$ 6,000</b>
Plan Ref	Action Steps (requiring funding)					
	<i>Goal #1: All Students will meet or exceed grade level standards and the achievement gap will be closed:</i>					
			<u>Site</u>	<u>MAA</u>	<u>EIA</u>	<u>Title II</u>
	Provide direct support to students through centralized services.				\$ 10,818	
1a.5	1a.5 Purchase ELD books for the ELD library				\$ 1,000	
1a.10	1a.10a ELD Coordinator				\$ 19,786	
1a.15	1a.15a ELD Para Educators, working in EL classes and content classes				\$ 52,899	
1a.16	Provide One Day at a Time Services to Latino Students				\$ 15,000	
	<b>GOAL TOTALS</b>		\$ -	\$ -	\$ 99,503	\$ -
	<i>Goal #2: Increase students' average daily attendance:</i>					
			<u>Site</u>	<u>MAA</u>	<u>EIA</u>	<u>Title II</u>
	<b>GOAL TOTALS</b>		\$ -	\$ -	\$ -	\$ -
	<i>Goal #3: Diversity and Equity: Increase cultural proficiency to support and provide a positive, safe, and healthy school climate:</i>					
			<u>Site</u>	<u>MAA</u>	<u>EIA</u>	<u>Title II</u>
1a.19	1a.19 Bi-lingual site translator				\$ 19,786	
	<b>GOAL TOTALS</b>		\$ -	\$ -	\$ 19,786.00	\$ -
	<i>Goal #4: Professional Development: Provide an articulated, sustained plan of professional development activities designed to build the school's capacity to support programs and achieve goals:</i>					
			<u>Site</u>	<u>MAA</u>	<u>EIA</u>	<u>Title II</u>
	<b>GOAL TOTALS</b>		\$ -	\$ -	\$ -	\$ 6,000

<b>Goal #5: Parent Involvement: 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:</b>					
		<u>Site</u>	<u>MAA</u>	<u>EIA</u>	<u>Title II</u>
	<b>GOAL TOTALS</b>	\$ -	\$ -	\$ -	\$ -
<b>Goal #6: Technology: To provide staff and students the opportunity to use technology for learning, communicating, and working in an information-centered society:</b>					
		<u>Site</u>	<u>MAA</u>	<u>EIA</u>	<u>Title II</u>
	<b>GOAL TOTALS</b>	\$ -	\$ -	\$ -	\$ -
<b>Goal #7:</b>		<u>Site</u>	<u>MAA</u>	<u>EIA</u>	<u>Title II</u>
	<b>GOAL TOTALS</b>	\$ -	\$ -	\$ -	\$ -



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 30, 2012  
**SUBJECT:** Approve 2012 - 2013 Preliminary School Plan and Site Categorical Budget for Williams Middle School

**BACKGROUND:** Each school site is required to develop a school plan which evaluates the progress towards meeting the goals for that year, establishes goals for the following year, and develops a budget to support the successful implementation of the goals. Each school has submitted a Preliminary School Site Plan for the 2012-2013 school year which indicates the activities to be funded with categorical funds. The first step in the school plan process is the development and submission of a preliminary budget to the Board for approval. A detailed plan will be submitted in the Fall which will include an analysis of the 2011-2012 assessment data including the District Assessments and the STAR results. Based upon the analysis of the data, there may be some modifications to the school goal and budgets contained in this proposed budget. This request is being submitted separate from other schools as it was unavailable for the June 2012 Board meeting.

**RATIONALE:** State law requires local Governing Board approval of budgets prior to the spending of funds. This 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 subgroups is closed; and Goal #5: Continuously improve fiscal, facilities and operational processes.

**FUNDING:** N/A

**RECOMMENDATION:** Approve 2012 - 2013 Preliminary School Plan and Site Categorical Budget for Williams Middle School

**Prepared by:** Barbara Montgomery, Principal of Williams Middle School

# Preliminary School Plan for 2012/2013

## A. School Governance and Planning Process

The school plan is put together with input from staff and parents. It's available throughout the school year for review and is located on our school website. We have had a decrease in parent involvement over the past few years. The ELAC committee is in the first stages of development this year. Several parents are interested in assisting with the site plan. The budget is disappointing since there is very little money outside of the EIA money to support other regular education activities.

The 2012/13 School Plan that follows was developed through the joint efforts of school administration, parents, and teachers. The final School Plan and budget will be approved by the School Site Council 09/12.

## **School Site Council Membership for 2012/13**

Names of Members  *Parent of EL	School Personnel 50% of SSC			Parents/Students 50% of SSC	
	Principal	Classroom Teacher	Other Staff School	Parent or Community Member	Secondary Student
Barbara Montgomery	X				
Eric Peterson		x			
Sheryll McIntire		x			
Rhonda Campbell		x			
Lulu Flores			x		
Diane Mousalimas				x	
Parent open (fill Oct. 12)				x	
Parent open (fill Oct. 12)				x	
ELAC Sherry Garcia				x	
ELAC parent open				x	
Numbers of members of each category	1	3	1	5	
Total in each group	5			5	

*The interests of English learners are represented by:*

- ☒ An ELAC with adopted bylaws (*Parents of English learners constitute at least the same percentage of the committee as their children represent of the student body. OPSET I-EL-2*)

ELAC Chairperson: \_\_\_\_\_

- ☒ School Site Council (*Parents of English learners constitute at least the same percentage of the committee as their children represent of the student body. OPSET I-EL-2*)

\*Indicate parents of EL Students on SSC list above

**B. School goals for 2012/2013 - A Summary**

1. Ensure students are prepared for college and careers and that all students meet or exceed grade level standards and the achievement gap is be closed (PDSA)
  - a.
    - Schedule students into support classes like ALAS
    - Provide computer programs like Rosetta Stone /other
    - Provide teachers with copies/ materials/field trips to support students
    - Provide teachers opportunities for conferences/workshops for EL's
  - b. Programs to meet the needs of at-risk students
    - Update and maintain technology for EL students and teachers
    - Provide student opportunities for after school assistance
  - c. Activities to prepare students for STAR/CAHSEE testing
    - Use pacing guides in all core subjects and monitor
    - Practice test taking skills
    - Rallies for all grade levels during prep
  - d. Plan for increasing deployment of Best Instructional Practices.
    - Provide opportunities for teachers to peer observe/collaborate
    - Organize and keep Data Teams structured and monitor
    - Provide opportunities for teachers to share BIP's in ER
    - Plan for ER Monday's so that teachers meet in Data Teams
  - e. Activities to improve student achievement in Math
    - Place students in appropriate level classes

- Offer support classes at all grade levels
2. Provide a safe and equitable learning environment
    - a. Increase students average daily attendance
      - Monitor daily attendance
      - Active SARB process
      - Incentives for attendance
    - b. Increase cultural proficiency
      - Provide safety assemblies throughout the year
      - Review discipline handbook with staff, students, and parents
      - School clubs work together to provide assemblies and rallies
      - Monitor all school activities
  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.  
(Note: PI Schools must allocate at least 10% of Title 1 funding to staff development)
    - a. Plan for increasing attendance at ER Mondays.
      - Attendance will be taken at all ER Monday activities
      - Teachers will have the opportunity to share BIP's
      - Teachers will be responsible for information at all ER Mondays
  4. Parent Involvement:  
Strategies to encourage parent involvement and education
    - Provide parent club opportunities
    - Access the parent volunteers
    - Use the district phone system to inform parents of school activities/events
    - Promote the use of Parent Portal
    - Provide parent support, training, workshops and parenting skills
  5. Technology: Use technology as a tool for improvement in instruction; management of departments, sites and classrooms; and to increase efficiency in operations across the district.
    - Technology person trains and informs staff about SMART board use, "clickers", and technology in the classroom
    - Maintain the computer labs in the library and tech rooms with updated software and programs for students and staff

- Update the AR and other technology based, educational programs that assist students in being successful
- Site person assist with SD & use of tech in classroom for EL's

6. Improving the school libraries: Sites are not required to allocate funds to libraries this year. There is currently no money allocated to the library.

**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)**

- Programs to meet the needs of English Learners
- Programs to meet the needs of at-risk students (including CAHSEE remediation at HS)
- Activities to prepare students for STAR/CAHSEE testing
- Plan for increasing deployment of Best Instructional Practices
- (schools with gr. 6-12) Activities to improve student achievement in Mathematics

Rationale: (district) The district goals are that student will be prepared for college and careers; and that all subgroups meet AYP targets and that the achievement gap be closed by raising the achievement of lower performing subgroups. The district goal also includes that EL students meet Title III AMAO targets annually. The EL subgroup and other at-risk groups do not meet AYP. Additionally the percent of students scoring proficient in Math at grades 6-11 is significantly below AYP targets

Site Rationale: All subgroups should meet API and AYP targets and their achievement in assessments tracked year to year. Target populations will receive intervention in the classroom and after school to assist in improvement.

**Goal #2 – Provide a safe and equitable learning environment**

- Increase students' average daily attendance
- Increase cultural proficiency

Rationale: (district) The district has set an overall target of 98% attendance. Research shows that when students are in school they achieve at higher academic levels. The district goal is to increase cultural proficiency throughout the district to ensure that student and staff are afforded a safe and equitable learning environment.

Site Rationale: When students miss school they miss out. When students receive recognition for their attendance via school assemblies, they feel safe and productive at school, attendance will improve.

**Goal #3 – Goal #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.**

(Note: Title 1 schools must allocate at least 10% of Title I funds to staff development)

Rationale: (district) The district strategic goals and LEA Plan include goals which focus on providing ongoing professional development and support to teachers and site administrators that result in increased achievement for all students in order to close the achievement gap.

Site Rationale: Teachers who are informed and updated with student scores on a regular basis via data teams will be able to make better teaching decisions for students.

**Goal #4 – Parent Involvement: Parent Involvement: Strategies to encourage parent involvement and provide parent education.**

Rationale: (district) Sustained parent involvement is linked to student achievement and staying in school. Federal and state regulations mandate meaningful opportunities at all grade levels for parents/guardians to be involved in school activities, advisory, decision-making, and activities to support learning at home.

Site Rationale: Communication with parents is important. There are many ways to keep parents updated on the behavior and academic progress of their child. Parents have an opportunity to volunteer, be on Site Council, and a member of the Parent Club.

**Goal #5 – Technology: Technology: Use technology as a tool for improvement in instruction; management of departments, sites and classrooms; and to increase efficiency in operations across the district.**

Rationale: (district) The district is committed to providing students and staff with the technology tools and skills to support academic content standards and improve learning so that they can compete in a digital world.

Site Rationale: The increase use of technology will build upon current abilities and bring more opportunities to the staff and students to prepare them for the district technology plan. A few believe that SMART boards are a technology of the past when in fact, they are enhancing the board’s capabilities for student use. The use of document cameras at a cost of \$7,000 will assist the teachers of EL students to present more up-to-date data and information that is available. EIA funds and Site monies will fund the cameras.

**Goal #6 – Improve the school libraries.**

(Sites are not required to allocate funds to libraries this year.)

Rationale: This is a requirement under the School and Library Improvement Block Grant.

Site Rationale: There is current no funds available to buy books.

**Williams Middle School Plan Budget 2012-13**

		<u>Total</u>	<u>SITE</u>	<u>EIA</u>	<u>Title II</u>	MAA
	12/13 Estimated Allocations	\$ 107,072	\$ 23,186	\$ 101,072	\$ 6,000	
		\$ -				
	Centralize Services	\$ 7,095		\$ 7,095		
	Total Available Funding	\$ 114,167	\$ 23,186	\$ 108,167	\$ 6,000	
1a.3	Additional bilingual aide hours INCUMBERED PAYROLL	\$ 31,186		\$ 31,186	\$ -	
	<b>ALLOCATED GOAL TOTAL</b>		\$ 23,186	\$ 76,981	\$ 6,000	
Plan	<b>Action Steps (requiring funding)</b>					
	<b>Goal #1: English Learner Instruction and Support</b>	<u>Total</u>	<u>SITE</u>	<u>EIA</u>		
1.a.2	Provide computer programs like Rosetta Stone/Other		\$ 2,000	\$ 6,981		
1.a.3	Teacher copies/materials/field trips		\$ 4,186	\$ 9,000		
1.a.4	Teacher conferences/workshops related to EL strategies			\$ 6,000		
1b	<b>Intervention/remediation</b>					
1.b.1	Update technology for EL students and teachers		\$ 3,000	\$ 8,000		
1.c.1	<b>CST PREP</b>					
1.d	<b>Increase Deployment of BIP's</b>					
1d.1	Provide opportunity to peer observe and collaborate		\$ 2,000	\$ 5,000	\$ 4,000	
4	<b>Parent Involvement and Communication</b>					
4.5	Provide training, workshops, parenting skills			\$ 6,000		
5	<b>Technology</b>	<u>Total</u>	<u>SITE</u>	<u>EIA</u>		
5.a.1	Site person to assist with SD & use of tech in clasrm for EL		\$ 3,000	\$ 12,000	\$ 2,000	
		<u>Total</u>	<u>SITE</u>	<u>EIA</u>	<u>TITLE II</u>	
5.a.4	Maintain computer labs with needed software for all programs.		2000	12,000		

## Williams Middle School Plan Budget 2012-13

5.a.5	Update AR and other tech based, ed programs		7,000	12,000		
		<u>Total</u>	<u>SITE</u>	<u>EIA</u>		
	TOTAL	\$ 23,186	\$ 76,981	\$ 6,000		
	Site monies will be spent on CRITICAL and ESSENTIAL items for the classroom.					



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 29, 2012  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

None.

**CERTIFICATED MANAGEMENT**

**BACKGROUND:**

Green, Janis

**CERTIFICATED**

1<sup>st</sup> Grade (new)  
Hirsch Elementary  
Class I, Step 1, "A"  
\$38,144.40  
Funding: General

Kim, Susie

Art (Replacement)  
West High School  
Class I, Step 1, "A"  
\$38,371.45  
Funding: General

**BACKGROUND:**

Boucsein Lee, Debra

**CLASSIFIED**

Para Educator I (New)  
Jacobson Elementary School  
Range 24, Step C - \$13.73 per hour  
3 hours per day  
Funding: IASA-Title I – 30% and EIA – 70%

Fabela, Mark-Anthony

ISET Technician Level III (New)  
\*Filled by current TUSD employee  
Range 58, Step E - \$33.56 per hour  
8 hours per day  
Funding: General Fund

Lopez-Lozano, Carmen

Bilingual Para Educator I (Replacement)  
George Kelly School  
Range 24, Step A - \$12.51 per hour  
3 hours per day  
Funding: EIA

Loayza-Guerra, Monica

Preschool Para Educator I (New)  
Building Literacy Together/North Preschool  
Range 24, Step A - \$12.51 per hour  
4.25 hours per day  
Funding: Other Local #5

Nighbor, Miranda

K-8 Library Technician (Replacement)  
McKinley Elementary School  
Range 30, Step C - \$15.76 per hour  
20 hours per week/Tuesday-Friday  
Funding: State Lottery

Riddle, Renee

K-8 Library Technician (Replacement)  
\*Filled by current TUSD employee  
North School  
Range 30, Step E - \$17.32 per hour  
20 hours per week/Tuesday-Friday  
Funding: State Lottery

**BACKGROUND:**

Trigo, Tonicha

**COACHES**

Dance – Kimball High School  
Stipend (Fall/Winter)  
\$1,622.68 each season

**RECOMMENDATION:** Approve Classified, Certificated and/or Management Employment

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 29, 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>
None			

**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>
Cannon, Colleen ESL (50%)	Adult School	08/06/12	Personal

**BACKGROUND:**

**CLASSIFIED RETIREMENT**

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

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bolton, Jennifer Para Educator I	Jacobson	08/16/2012	Personal
Fabela, Mark Anthony ISET Technician Level II	ISET	08/31/2012	Accepted new ISET Tech. Level III position
Lackey, Debra Para Educator II	Stein H.S.	09/14/2012	Accepted a teaching position with Lodi Unified
Riddle, Renee K-8 Library Technician	Villalovoz	08/31/2012	Accepted K-8 Library position at North School

**BACKGROUND:****CLASSIFIED CONFIDENTIAL  
MANAGEMENT RESIGNATION**

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

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

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



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** August 29, 2012  
**SUBJECT:** Adopt Resolution No. 12-06 to Support Schools & Local Public Safety Protection Act (Prop 30) and Our Children Our Future: Local Schools and Early Education Investment Act (Prop 38)

**BACKGROUND:** The 2012-13 state budget is predicated on voter approval in November 2012 of the Schools & Local Public Safety Protection Act (Prop 30), without which schools will receive additional mid-year funding reductions that will result in additional cuts in services and programs to students.

**RATIONALE:** Proposition 30 and Proposition 38 will direct billions of dollars to public schools, providing an important short-term funding solution that may allow for the restoration of some student programs and services. The Tracy Unified School District supports the passage of both Proposition 30 and Proposition 38 because each provides needed revenue to public schools.

**FUNDING:** N/A.

**RECOMMENDATION:** Adopt Resolution No. 12-06 to Support Schools & Local Public Safety Protection Act (Prop 30) and Our Children Our Future: Local Schools and Early Education Investment Act (Prop 38).

**Prepared by:** Dr. James C. Franco, Superintendent



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 12-06**

**RESOLUTION TO SUPPORT  
SCHOOLS & LOCAL PUBLIC SAFETY PROTECTION ACT (PROPOSITION 30) AND  
OUR CHILDREN OUR FUTURE: LOCAL SCHOOLS AND EARLY EDUCATION  
INVESTMENT ACT (PROPOSITION 38)**

**WHEREAS**, the Tracy Unified School District Board of Education is committed to making policy and financial decisions that enable the school district to provide quality educational programs and services to the school-age children of our community; and

**WHEREAS**, since the onset of the state's fiscal crisis in 2008, public schools statewide have experienced unprecedented funding reductions and apportionment deferrals totaling more than \$20 billion; and

**WHEREAS**, California public schools now rank 47<sup>th</sup> out of the 50 states in per-pupil spending. Moreover, more than 40,000 educators have been laid off from California public schools since 2008, impacting the quality of the educational programs delivered to students; and

**WHEREAS**, the Tracy Unified School District has implemented the following cuts in order to stay fiscally solvent: 25,338,739; and

**WHEREAS**, the school funding crisis is at historic proportions with 188 school districts certifying possible difficulty in meeting their financial obligations over the next two years; and

**WHEREAS**, the 2012-13 state budget is predicated on voter approval in November 2012 of the Schools & Local Public Safety Protection Act (Prop 30), without which schools will receive additional mid-year funding reductions that will result in additional cuts in services and programs to students; and

**WHEREAS**, Proposition 30 and Proposition 38 will direct billions of dollars to public schools, providing an important short-term funding solution that may allow for the restoration of some student programs and services; and

**WHEREAS**, the California School Boards Association, representing nearly 1,000 school district governing boards and regional educational agencies, supports the passage of both Proposition 30 (Schools & Local Public Safety Protection Act) and Proposition 38 (Our Children Our Future: Local Schools and Early Education Investment Act); and

**BE IT RESOLVED** that the Tracy Unified School District Board of Education joins CSBA and school districts around the state in supporting both funding measures and proudly joins the **Stand Up For Education** campaign to urge the Legislature to work with CSBA and other education leaders to identify long-term adequate funding solutions for public schools; and

**BE IT FURTHER RESOLVED**, that this body, the Tracy Unified School District supports the passage of both Proposition 30 and Proposition 38 because each provides needed revenue to public schools.

Adopted by the Governing Board of the Tracy Unified School District on September 11, 2012, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTENTION:

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PRESIDENT, BOARD OF EDUCATION  
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

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Clerk  
Board of Education  
Tracy Unified School District



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** August 29, 2012  
**SUBJECT:** Adopt Resolution No. 12-05 to Excuse Meeting Absence of Board Member

**BACKGROUND:** Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

**RATIONALE:** Board of Education member Gregg Crandall was absent for the regular meeting held August 28, 2012, due to his work schedule which caused him to be out-of-town. The Board of Education finds that Gregg Crandall's absence from the meeting of August 28, 2012, was due to hardship deemed acceptable by the Board of Education;

**FUNDING:** Unrestricted General Fund, Previously Budgeted.

**RECOMMENDATION:** Adopt Resolution No. 12-05 to Excuse Meeting Absence of Board Member.

**Prepared by:** Dr. James C. Franco, Superintendent



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 12-05  
Resolution to Excuse Meeting Absence of Board Member**

**WHEREAS**, Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

**WHEREAS**, Board of Education member Gregg Crandall was absent for the meeting held August 28, 2012, due to his work schedule which caused him to be out-of-town.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education finds that Gregg Crandall's absence from the meeting of August 28, 2012, was due to hardship deemed acceptable by the Board of Education;

**BE IT FURTHER RESOLVED** that the Board of Education therefore determines that Mr. Crandall shall be paid for his absence from the special meeting of August 28, 2012, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of September 11, 2012.

Resolved this 11<sup>th</sup> day of September, 2012, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES:                      NOES:                      ABSENT:                      ABSTENTION:

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PRESIDENT, BOARD OF EDUCATION  
TRACY UNIFIED SCHOOL DISTRICT

Attest:

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

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Clerk  
Board of Education  
Tracy Unified School District



# BUSINESS SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent, Business Services  
**DATE:** September 11, 2012  
**SUBJECT:** Consider Claim No. 470157 TUSD

**BACKGROUND:** On or about August 28, 2012, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on or about August 20, 2012. The District's insurance providers reviewed the subsequent claim and determined:

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

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

The amount of the claim is noted as exceeding \$25,000.00.

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

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

**RECOMMENDATIONS:** Reject Claim No. 470157 TUSD

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Service  
**DATE:** September 11, 2012  
**SUBJECT:** Adopt Resolution #12-08, Recertifying the Appropriation "Gann" Limits for the 2010/2011 School Year for Tracy Joint Unified School District

**BACKGROUND:** In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called "Gann Limits," for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2012/13 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2012/13 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Resolution #12-08, Recertifying the Appropriation Limits for the 2012/13 School Year for Tracy Joint Unified School District

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #12-08**

**APPROPRIATION "GANN" LIMITS FOR THE 2012-2013 SCHOOL YEAR FOR THE  
TRACY JOINT UNIFIED SCHOOL DISTRICT**

**WHEREAS**, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

**WHEREAS**, the provisions of that Article established maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

**WHEREAS**, the District must establish a revised Gann Limit for the 11/12 fiscal year and a projected Gann Limit for the 12/13 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 11/12 and 12/13 fiscal years are made in accord with applicable constitutional and statutory law;

**AND BE IF FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 11/12 and 12/13 fiscal years do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

**PASSED AND ADOPTED** this 11th day of September, 2012, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
President  
Board of Trustees  
Tracy Unified School District

\_\_\_\_\_  
Clerk  
Board of Trustees  
Tracy Unified School District

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2010-11 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2010-11 Actual</b>			<b>2011-12 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	90,602,080.16		90,602,080.16			92,978,356.18
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	15,564.98		15,564.98			15,582.08
<b>ADJUSTMENTS TO PRIOR YEAR LIMIT</b>	<b>Adjustments to 2010-11</b>			<b>Adjustments to 2011-12</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2011-12 data should tie to Principal Apportionment Attendance Software reports)	<b>2011-12 P2 Report</b>			<b>2012-13 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line 10)	15,582.08		15,582.08	15,574.00		15,574.00
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)		15,582.08				15,574.00
<b>OTHER ADA</b> (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		15,582.08				15,574.00
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)</b>	<b>2011-12 Actual</b>			<b>2012-13 Budget</b>		
1. Homeowners' Exemption (Object 8021)	243,338.85		243,338.85	238,957.00		238,957.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	145.64		145.64	90.00		90.00
4. Secured Roll Taxes (Object 8041)	17,702,744.13		17,702,744.13	17,347,707.00		17,347,707.00
5. Unsecured Roll Taxes (Object 8042)	1,094,474.68		1,094,474.68	1,149,986.00		1,149,986.00
6. Prior Years' Taxes (Object 8043)	27,983.51		27,983.51	27,353.00		27,353.00
7. Supplemental Taxes (Object 8044)	(19,621.03)		(19,621.03)	35,649.00		35,649.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	1,495,686.73		1,495,686.73	1,681,954.00		1,681,954.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8047 & 8625)	355,228.48		355,228.48	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(1,505,918.00)		(1,505,918.00)	(1,501,524.00)		(1,501,524.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	19,394,062.99	0.00	19,394,062.99	18,980,172.00	0.00	18,980,172.00
<b>OTHER LOCAL REVENUES (Funds 01, 09, and 62)</b>						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	19,394,062.99	0.00	19,394,062.99	18,980,172.00	0.00	18,980,172.00

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			0.00			0.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. Revenue Limit State Aid - Current Year (Object 8011)	66,199,807.00		66,199,807.00	66,649,648.00		66,649,648.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	401,385.48		401,385.48	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**			0.00			0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**			0.00			0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**			0.00			0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**			0.00			0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**			0.00			0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**			0.00			0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**			0.00			0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	2,167,938.00		2,167,938.00	2,116,530.00		2,116,530.00
35. Class Size Reduction, Grade 9 (Object 8590)**			0.00			0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	68,769,130.48	0.00	68,769,130.48	68,766,178.00	0.00	68,766,178.00
<b>ADD BACK TRANSFERS TO COUNTY</b>						
37. County Office Funds Transfer (Form RL, Line 32)	703,050.00		703,050.00	712,424.00		712,424.00
38. TOTAL STATE AID (Lines C36 plus C37)	69,472,180.48	0.00	69,472,180.48	69,478,602.00	0.00	69,478,602.00
<b>DATA FOR INTEREST CALCULATION</b>						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	117,404,425.97		117,404,425.97	112,332,242.16		112,332,242.16
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	46,871.59		46,871.59	45,000.00		45,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			90,602,080.16			92,978,356.18
2. Inflation Adjustment			1.0251			1.0377
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			1.0011			0.9995
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			92,978,356.18			96,435,398.39
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			19,394,062.99			18,980,172.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			1,869,849.60			1,868,880.00
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			69,472,180.48			69,478,602.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			69,472,180.48			69,478,602.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			35,492.41			35,450.55
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			19,429,555.40			19,015,622.55
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			69,472,180.48			69,478,602.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			19,429,555.40			
b. State Subventions (Line D8)			69,472,180.48			
c. Less: Excluded Appropriations (Line C23)			0.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			88,901,735.88			

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>10. Adjustments to the Limit Per Government Code Section 7902.1</b> (Line D9d minus D4; if negative, then zero)  If not zero report amount to: Ana J. Matosantos, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
<b>Summary</b>						
<b>11. Adjusted Appropriations Limit</b> (Lines D4 plus D10)			92,978,356.18			96,435,398.39
<b>12. Appropriations Subject to the Limit</b> (Line D9d)			88,901,735.88			

\* Please provide below an explanation for each entry in the adjustments column.

\*\* Impacted by the flexibility provisions of SBX3.4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

Reed Call  
Gann Contact Person

(209) 830-3200  
Contact Phone Number



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** August 29, 2012  
**SUBJECT:** Adopt Resolution No. 12-07 Celebrating September 11, 2012, as 100 Years of High School Education in Tracy

**BACKGROUND:** The first high school in Tracy was established and classes began on September 11, 1912, then known as the West Side Union High School operating from the third floor of the Tracy Grammar School on Central Avenue, near 11<sup>th</sup> Street. Tracy High School was opened to high school students and dedicated in 1917; Duncan-Russell Continuation High School was opened to high school students and dedicated in 1967; Merrill F. West High School was opened to high school students and dedicated in 1993; George and Evelyn Stein Continuation High School was opened to high school students and dedicated in 2007; John C. Kimball High School was opened to high school students and dedicated in 2009; and

**RATIONALE:** The 100 year anniversary, scheduled for September 11, 2012, will celebrate the history of high school education in the Tracy community; and will acknowledge its impact on the lives of the citizens of Tracy and outlying areas.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Resolution No. 12-07 Celebrating September 11, 2012, as 100 Years of High School Education in Tracy.

**Prepared by:** Dr. James C. Franco, Superintendent



**TRACY**  
UNIFIED SCHOOL DISTRICT  
**TRACY UNIFIED SCHOOL DISTRICT**  
**RESOLUTION NO. 12-07**

**Celebrating September 11, 2012 as 100 Years of High School Education in Tracy**

**WHEREAS**, the Tracy Unified School District and the Tracy community will celebrate the one hundredth anniversary of high school education in Tracy; and

**WHEREAS**, the first high school in Tracy was established and classes began on September 11, 1912, then known as the West Side Union High School operating from the third floor of the Tracy Grammar School on Central Avenue, near 11<sup>th</sup> Street; and

**WHEREAS**, this very special month is a community-wide celebration for the City of Tracy; and

**WHEREAS**, the 100 year anniversary, scheduled for September 11, 2012, will celebrate the history of high school education in the Tracy community; and will acknowledge its impact on the lives of the citizens of Tracy and outlying areas; and

**WHEREAS**, Tracy High School was opened to high school students and dedicated in 1917; Duncan-Russell Continuation High School was opened to high school students and dedicated in 1967; Merrill F. West High School was opened to high school students and dedicated in 1993; George and Evelyn Stein Continuation High School was opened to high school students and dedicated in 2007; John C. Kimball High School was opened to high school students and dedicated in 2009; and

**WHEREAS**, the members of the Board of Education, the staff of Tracy Unified School District and the community of Tracy appreciate the honor, success and pride brought to our high schools by past and present, students, staff and community members, and anticipate their continued accomplishments in the days and years ahead.

**NOW, THEREFORE BE IT RESOLVED**, that the *Tracy Unified School District Board of Education* celebrates September 11, 2012, as 100 years of high school education in Tracy and congratulates the community on reaching this historic milestone.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of September, 2012, by the Board of Trustees of the Tracy Unified School District by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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**Clerk**  
**Board of Education**  
**Tracy Unified School District**



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** August 31, 2012  
**SUBJECT:** Approve the Unaudited Statement of Receipts and Expenditures for the 2011-2012 Fiscal Year

**BACKGROUND:** Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

**RATIONALE:** The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

**FUNDING:** The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes an increased beginning balance for the 2012-13 budget, which will be considered in a future update to the current year budget.

**RECOMMENDATION:** Approve the Unaudited Statement of Receipts and Expenditures for the 2011-2012 Fiscal Year

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 28, 2012  
**SUBJECT:** Ratify Master Contract with Spectrum Center, Inc. NPS for the 2012 - 2013 School Year

**BACKGROUND:** Three Tracy Unified students with IEPs attend Spectrum Center School, Inc. a nonpublic school (NPS) for students with exceptional needs. The IEP teams for the students determined that the needs of these children could not be met in a public school placement at this time. This is an extension of previously approved contracts. Ratification is requested to prevent a lag in services, per state and federal law.

**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 students' needs for intensive intervention. 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:** The total contract expenses for this school year includes per diem costs for basic education and related services including one on one aide time, speech and language and occupational therapy. Expenses will not exceed \$169,873.00. Seventy percent of contract expenses will be reimbursed by the San Joaquin County SELPA. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract with Spectrum Center, Inc., NPS for the 2012 - 2013 School Year

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

# AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

## MASTER CONTRACT

Contract year 2012/2013

Contract Number \_\_\_\_\_

(Education Code Section 56157, 56365, et. seq)

This Master Contract is made and entered into this 1st day of July 2012 between Tracy Unified School District (Public Education Agency) County of San Joaquin, herein after referred to as the "LEA" (district, county office of education or special education local plan area, and Spectrum Center, Inc. (Nonpublic, nonsectarian school/agency), herein after referred to as "CONTRACTOR" for the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code Sections 56157 and 56365-56366.5. It is understood that this agreement does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement is executed between LEA and CONTRACTOR on behalf of such individual or interim verbal or written approval is given to the CONTRACTOR by a representative of the LEA.

A current copy of the Contractor's California Department of Education Nonpublic School/Agency Certification is attached hereto.

If the pupil is enrolled with the contractor with the approval of the LEA prior to agreement to a contract or individual service agreement, the LEA shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated.

CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this contract.

## CONTRACT RELATIONS AND INSURANCE PROVISION

### 1. MODIFICATIONS AND AMENDMENTS

This contract may be modified or amended by a written document executed by CONTRACTOR and LEA. This contract shall include an Individual Service Agreement developed for each pupil who is scheduled to receive special education and/or designated instruction and services through a nonpublic, nonsectarian school or agency. Changes in any educational instruction, services, or placement provided under the contract may only be made on the basis of revisions to a pupil's Individualized Education Program. At any time during the term of the contract, the parent, nonpublic school, nonpublic agency, or LEA may request a review of a pupil's Individualized Education Program, subject to all procedural safeguards required by law. Changes in the administrative or financial agreements of the contract which do not alter the Individual Service Agreement that outlines each pupil's educational instruction, services, or placement may be made at any time during the term of the contract, as mutually agreed in writing by CONTRACTOR and LEA.

### 2. NOTICES

All notices provided for by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid.

Notices to CONTRACTOR shall be addressed to:

Gail Henderson, Chief Operating Officer

Name

SPECTRUM CENTER 244-7536-0

Nonpublic School/Agency State ID

16360 San Pablo Ave.

Address

San Pablo, CA 94806

City/State/Zip

510/741-5440

Phone

20-1477571

Tax ID #

Notices to LEA shall be addressed to:

Aida Jauregui

Name

Tracy Unified School District

LEA

1875 West Lowell Avenue

Address

Tracy, CA 95376

City/State/Zip

209-830-3270

Phone

If mailed, notice shall be effective as of the date of postmark on receipt by addressee. If delivered by hand, the effective date shall be the date of receipt by addressee.

### **3. SUBCONTRACT AND ASSIGNMENT**

CONTRACTOR shall neither enter into subcontracts or assignments for any of the work contemplated under this contract nor assign this contract without notifying LEA. Such approval shall be attached and made part of this contract. This contract binds the successors, assignees, agents, and representatives of CONTRACTOR. Sub-contracts may be entered into only with written authorization by the LEA and shall not be unreasonably withheld.

### **4. INDEPENDENT CONTRACTOR STATUS**

This contract is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

### **5. CONFLICTS OF INTEREST**

CONTRACTOR agrees to furnish upon request to LEA a copy of its current bylaws or most recently adopted partnership agreement and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. CONTRACTOR promises and attests that the CONTRACTOR and any member of the Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or potentially constitutes a conflict of interest, but not limited to, employment with LEA.

### **6. TERMINATION**

This Master Contract may be terminated for cause which shall include non-maintenance of current NPS/NPA certification. To terminate the contract either party shall give twenty (20) calendar days written notice. Upon termination without default of CONTRACTOR, LEA shall pay, without duplication, for all services performed and expenses incurred to date of termination.

In consideration of this payment, CONTRACTOR waives all rights to any further payment or damage, and shall turn over to LEA everything pertaining to its services hereunder possessed by CONTRACTOR or under its control at the time of termination.

Individual Service Agreements may be terminated without advance notice if both parties agree to do so in writing.

The LEA shall not terminate Individual Service Agreements because of the availability of a public class initiated during the course of the individual service agreement unless the parent agrees to the transfer of a pupil to a public school program.

### **7. INSPECTION AND AUDIT**

CONTRACTOR shall provide reasonable access to, or forward copies of, any books, documents, papers, reports, records, or other matter relating to the contract upon reasonable request by LEA except as otherwise provided by law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records are maintained by CONTRACTOR for five (5) years and are available for audit.

### **8. INDEMNIFICATION**

CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such

loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

#### **9. INSURANCE**

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by CONTRACTOR, of at least \$250,000 for each person and \$1,000,000 combined single limit for all damages arising from each accident or occurrence and \$1,000,000 for all damages arising out of injury to or destruction of property for each accident or occurrence.

Not later than the effective date of this contract CONTRACTOR shall provide LEA with certificate of insurance and written endorsements of insurance in a form approved by LEA. CONTRACTOR shall provide for the insurance provider to send written notice of cancellation or material changes in the above specified coverage to the LEA at least twenty (20) calendar days before cancellation or material change. CONTRACTOR shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law. CONTRACTOR shall maintain professional liability insurance in an amount and form approved by LEA. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract. CONTRACTOR shall be responsible for verifying that Commercial General Liability (including non-owned auto), Auto Liability, Workers' Compensation (as required by California Labor Code), and Professional Liability, as required in this contract, is maintained by any subcontractors that the CONTRACTOR may retain.

#### **10. GENERAL PROVISIONS**

No charge of any kind to parents shall be made by CONTRACTOR for educational activities and related services specified on the pupil's IEP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Service Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the extra-curricular activity takes place during a school vacation or holiday, pupils, not participating in the extra-curricular activity, shall continue to receive special education and related services as set forth in their Individualized Education Programs.

#### **11. DEFINITIONS**

For the purpose of this contract, "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

#### **12. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS**

CONTRACTOR shall provide appropriately credentialed teachers, licensed professionals and individuals eligible for NPA/NPS certification, and class size consistent with California laws and regulations unless a written waiver has been granted by the California Department of Education with respect to state laws and regulations, or by the LEA.

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agent, and subcontractors and shall provide the LEA with a list of professional staff and copies of credentials, licenses, and/or registration numbers held by its employees, sub-contractors, and agents. Contractor will notify the LEA if any change in professional staff or credentialing of staff occurs within forty-five (45) days of change. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing.

**13. CALENDARS**

CONTRACTOR shall submit a calendar with the total number of billable days not to exceed the total indicated on the rate schedule contained in this contract. Creditable days of attendance are only those days that are included in the submitted and approved school calendar which is attached hereto or as specified in the Individual Service Agreement for each pupil.

**14. INSTRUCTIONAL MINUTES**

The minimum total number of instructional minutes per school day provided by CONTRACTOR shall meet the requirements of the Education Code unless otherwise specified on the student's Individualized Education Program. The number of instructional minutes shall be exclusive of recess, lunch, and passing time.

(Minimum minutes as defined in Education Code Sections 46112, 46113, 46114, 46142: 180 instructional minutes per day for pre-kindergarten. 180 instructional minutes per day for kindergarten. 240 instructional minutes per day for elementary grades one through six. 240 instructional minutes per day for secondary grades seven through twelve.)

The total number of annualized minutes of instruction shall be equivalent to those specified in the Education Code.

**15. EDUCATIONAL PROGRAM**

LEA shall provide CONTRACTOR with a copy of each pupil's Individualized Education Program. CONTRACTOR shall provide pupils a program of educational instruction and services within the nonpublic school, or nonpublic agency, which is consistent with each pupil's Individualized Education Program as specified in each pupil's Individual Service Agreement. The general program of instruction provided to pupils under the Individual Service Agreements shall be responsive to the LEA's required sequence of courses and related curriculum for pupils. CONTRACTOR'S general programs of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this contract. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in the pupil's IEP. CONTRACTOR shall ensure that individual transition plans are completed for all pupils over the age of 14 years.

Designated instruction and services provided by a NPS or NPA will only be provided during the period of the pupil's regular or extended school year program, or both, unless otherwise specified by the pupil's Individualized Education Program.

**16. COMPLIANCE WITH LAWS AND REGULATIONS**

CONTRACTOR shall abide by state laws and regulations and LEA policies on corporal punishment, pupil transfer, suspensions and expulsions, including positive behavioral interventions.

**17. ATTENDANCE REPORTING**

CONTRACTOR shall keep attendance of each pupil daily and shall report attendance monthly to LEA using CDE approved methods. Original and copies of such forms shall be filed with monthly invoices to LEA within thirty (30) days after the last day of each month. Separate attendance forms must be submitted for all related services as specified on Individualized Education Programs.

Original attendance forms submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said form(s). CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing service providers of their personal responsibility for the completion and accuracy of said forms. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.

**18. MONITORING**

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA and shall be invited to participate in the review of the pupil's progress by the LEA. Representatives of LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, interview CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. CONTRACTOR agrees that LEA representatives may make unannounced monitoring visits. LEA representatives making site visits will initially report to CONTRACTOR'S site administrative office.

## **19. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental visits to all of contractor's facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORS operating programs with residential components shall cooperate with parents' reasonable requests for pupil visits in their home, including, but not limited to, holidays and weekends. Contractor shall ensure that parental visits are in agreement with court order, if any.

## **20. PAYMENT FOR ABSENCES**

Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance."

### **Excused Absence:**

No later than the 10<sup>th</sup> consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 10<sup>th</sup> day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 10<sup>th</sup> consecutive day of absence. The LEA shall not be responsible for *full* payment for more than ten (10) cumulative days of excused absences in one semester unless a written time extension is granted by LEA.

LEA shall not be responsible for payment for days of unexcused absences.

All excused absences must be verified and the documentation must be kept for at least five (5) years from the date of origination.

Only the individuals listed below may verify the reason for absence:

- a. School or public health nurse
- b. Physician
- c. Principal
- d. Teacher
- e. School employee assigned to make such verification
- f. Student eighteen years of age or over
- g. Parent

Any reasonable method which established the reason for the absence may be used:

- a. Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
- b. Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)

Standards for excused absences are defined in the Education Code. CONTRACTOR is responsible for verification of excused absence in accordance with current requirements.

### **Positive Attendance:**

A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.

## **21. GENERAL PROGRAM OF INSTRUCTION**

If a pupil is of secondary school age, the LEA will provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specified levels of proficiency in basic skills as measured by LEA approved proficiency tests. For pupils in grades 9, 10, 11, and 12, CONTRACTOR shall administer proficiency tests in accordance with LEA testing dates. LEA shall provide at least thirty (30) days advance notice to the contractor of the dates(s) by which such testing shall be completed.

At the close of each semester, for pupils in grades 9, 10, 11, and 12, CONTRACTOR shall prepare transcripts and submit them to the pupil's school of residence for evaluation of progress toward completion of diploma requirements.

**22. LEA PUPIL CHANGE OF RESIDENCE**

Within 3 days after CONTRACTOR becomes aware of pupil's change of residence, CONTRACTOR shall notify LEA, on forms provided by LEA, of said change of residence. CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes of pupil's residence.

If CONTRACTOR fails to follow these notification procedures, CONTRACTOR shall not be compensated for services delivered after CONTRACTOR became aware of pupil's change of residence to another district.

**23. WITHDRAWAL OF LEA PUPIL FROM PROGRAM**

CONTRACTOR shall report by telephone to LEA if pupil is removed from school by the parent. CONTRACTOR shall confirm such telephone call in writing.

**24. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**25. MANDATED REPORTING REQUIREMENTS**

CONTRACTOR agrees to inform the LEA in writing when it becomes aware of circumstances that may require notification be made to other agencies if said agencies approve of communication. Such circumstances include, but are not limited to, allegations or suspicion of physical, sexual or emotional abuse, neglect or exploitation, injuries resulting from physical restraint, and Behavioral Emergency Reports. CONTRACTOR represents and warrants that all of CONTRACTOR'S staff, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.

CONTRACTOR agrees to provide annual training to all employee and volunteer staff regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities.

CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by mail within 24 hours of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member or school volunteer.

CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a pupil that may impact the pupil's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

**26. LEA PUPIL PROGRESS REPORTS**

Progress reports shall be sent by CONTRACTOR to LEA no later than December 1, 2012 and June 15, 2013. An updated report shall be submitted if there is no current progress report when pupils are scheduled for a review by the LEA's Individualized Education Program team or when a pupil's enrollment is terminated.

**27. MAINTENANCE OF RECORDS**

CONTRACTOR agrees, in the event of school or agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEP's, and results of proficiency testing.

**28. FACILITY MODIFICATIONS**

Any structural modifications required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.

**29. NON-DISCRIMINATION**

CONTRACTOR shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

**30. IEP TEAM MEETINGS**

CONTRACTOR will participate in all IEP meetings pertaining to students for whom it has service agreements, subject to at least 10 working days notice. CONTRACTOR will provide assessments and written assessment reports by service providers upon written request subject to at least forty (40) calendar days notice.

**31. DUE PROCESS PROCEEDINGS**

CONTRACTOR will participate in any state level due process activity including mediation or hearing when requested to participate by the parents or LEA for any child to whom the CONTRACTOR is or has provided service under this contract or other agreement.

**32. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

**33. PAYMENT DEMAND**

CONTRACTOR shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the California Department of Education. CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the attendance accounting period in which said services are actually rendered. LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice.

CONTRACTOR shall submit rebilling payment no later than 30 calendar days when an invoice is returned to the CONTRACTOR. In the absence of a contract or individual service agreement, a payment demand may be submitted as specified in Education Code 56366(c)(1).

**34. RIGHT TO WITHHOLD**

LEA has the right to withhold payment to CONTRACTOR when LEA has reliable evidence, described in writing to CONTRACTOR, that: (A) CONTRACTOR'S performance, in whole or in part, either has not been carried out or is insufficiently documented; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records; (C) service is provided by personnel who are not appropriately credentialed/licensed or whose credential(s)/license(s) are not on file with LEA, Unit; (D) records required by LEA prior to school closure have not been received; (E) properly submitted payment demand is not received by LEA within thirty (30) days from the end of the attendance accounting period; (F) properly submitted rebilling payment demand is not received by LEA within thirty (30) calendar days from the date that the invoice is returned to the CONTRACTOR. If LEA expresses intent to withhold payment, CONTRACTOR shall have thirty (30) days from date of receipt of said writing herein above referred to, to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, LEA shall agree to an extension of thirty (30) days for correction.

**35. AUDIT EXCEPTIONS**

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to LEA within thirty ( 30 ) days of demand by LEA the full amount resulting from any audit exceptions to the extent they are attributable to CONTRACTOR'S failure to perform properly any of its obligations under this contract unless LEA agrees to different terms in writing. Any and all audit exceptions must be specified in complete detail before any demand by LEA for any amount set forth therein.

**36. BILLING PROCEDURES**

EC Section 56566.5(a) If the LEA fails to comply with subdivision (a) (payments within 45 days of request for payment of services), the Contractor may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made.



### Payment Provision

#### Rate Schedule - Perdiem

#### 2012-2013 Perdiem Rates

Education service(s) offered by Spectrum Center, and the charges for such service(s) during the term of 2012-2013, shall be as follows:

A. Basic Education Program		Billable Days/Year	Period
Perdiem	\$186.00	210	July 1, 2012 - June 30, 2013
B. Related Services			
1 a. Transportation	district shall pay third party costs plus 10% admin fee		
2 a. Adaptive Physical Education-Individual & Consult	\$41.00	1/2 hr session	
b. Adaptive Physical Education-Group	\$29.00	1/2 hr session	
c. Adaptive Physical Education Evaluation	\$136.00		
3 a. Language/Speech Therapy-Individual & Consult*	\$43.00	1/2 hr session	
b. Language/Speech Therapy-Group	\$28.00	1/2 hr session	
c. Language/Speech Therapy Evaluation	\$299.00		
4 a. Occupational Therapy-Individual & Consult	\$53.00	1/2 hr session	
b. Occupational Therapy-Group	\$42.00	1/2 hr session	
c. Occupational Therapy Evaluation	\$377.00		
5 a. Individual Counseling	\$53.00	1/2 hr session	
b. Group Counseling	\$40.00	1/2 hr session	
6 a. One-to-One Instructional Aide	\$100.00	per day	
b. One-to-One Instructional Aide- Half Time	\$50.00	per day	
c. One-to-One Instructional Aide-Specialized Services	\$140.00	per day	

\*Includes Augmentative Services

In the event the contract is not renegotiated by June 30th, the rates listed with this contract will continue for up to 90 days from July 1 of the new fiscal year.

**37. OTHER PROVISIONS**

During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.

**38. INTEGRATION OF CONTRACT**

This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

**39. GOVERNING LAW**

The terms and conditions of this contract shall be governed by the laws of the State of California.

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on July 1, 2012 and terminates at 5:00 p.m. on June 30, 2013 unless sooner terminated as provided herein.

SPECTRUM CENTER, INC

LEA: TRACY UNIFIED SCHOOL DISTRICT

Gail Henderson  
Signature

By: Gail Henderson

Title: Chief Operating Officer

Date: AUG 22 2012

\_\_\_\_\_  
Signature

By (print name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ADDENDUM TO MASTER CONTRACT/AGREEMENT  
2012-2013**

Subject to the remaining terms of the Master Contract, LEA hereby acknowledges and permits CONTRACTOR to subcontract with the independent contractors identified below to perform the Individual Service Agreements during the term of this Master Contract. CONTRACTOR agrees to notify LEA of any changes in the subcontractors identified in this addendum.

CONTRACTOR: Spectrum Center

LEA: Tracy Unified School District

By: Gail Henderson

By: \_\_\_\_\_



Name: Gail Henderson

Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

**LIST OF 2012-2013 SUB-CONTRACTORS**

1. Communication Works, Oakland, CA
2. My Therapy Company, Inc.
3. Monarch Speech and Language, Pleasant Hill, CA
4. Professional Placement Resources, Inc.
5. Progressus Therapy



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** August 27, 2012  
**SUBJECT:** Ratify Contract with The Speech Pathology Group, Inc. for the 2012-2013 School Year

**BACKGROUND:** Special education students may require Language, Speech and Hearing (LSH) services as part of their Individual Education Plan (IEP). The District has not been able to hire a LSH specialist. In the past, the District has contracted with The Speech Pathology Group, Inc. when the District needed SLP coverage. We would like to contract with this company in order to continue providing Language, Speech & Hearing (LSH) services to the special education students in the Tracy Unified School District. Ratification is necessary so that services specified on the IEP can be provided in a compliant manner.

**RATIONALE:** A school district must provide designated instructional services in order for a child to benefit from his/her special education program. Speech therapy is a designated instructional service. 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 and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Expenses for this contract are billed at \$70-80 per hour at 100 hours per week. Total contract expenses will not exceed \$196,187.50 from July 1, 2012 through June 30, 2013. Nonpublic agency expenses are budgeted in account 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with The Speech Pathology Group, Inc. for the 2012-2013 School Year

**Prepared by:** Dr. Janet A. Skulina, Director of Special Education Department

**The Speech Pathology Group, Inc.**

2021 Ygnacio Valley Rd, C-103

Walnut Creek, CA 94598

Ph (925) 945-1474

Fx: (925) 945-1768

**AGREEMENT BETWEEN  
TRACY UNIFIED SCHOOL DISTRICT  
AND  
THE SPEECH PATHOLOGY GROUP, INC.**

THIS AGREEMENT is effective August 10, 2012 by and between the Tracy Unified School District (hereinafter "District") and The Speech Pathology Group (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

**1. Performance of Services:**

- a. Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
- b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

- 2. Compensation & Terms for Payment:** Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than forty-five (45) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

- 3. Contract Term and Termination:** This Agreement will become effective on August 10, 2012. This Agreement will terminate upon the completion of the Services (as stated in addendum A) or when terminated as set forth below.

- a. Either party may terminate this Agreement at any time by giving twenty-(20) business days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor's Director or Clinical Manager. As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor's employees. The Contractor will inform its' employees of changes or cancellations to the contract. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

- 4. Notice:** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

**DISTRICT**

Name: Tracy Unified School District  
Address: 1875 West Lowell Ave.  
City/St/Zip: Tracy, CA 95376  
Phone: (209) 830-3270  
Fax: (209) 830-3204

**CONTRACTOR**

The Speech Pathology Group, Inc.  
2021 Ygnacio Valley Rd, C-103  
Walnut Creek, CA 94598  
(925) 945-1474  
(925) 945-1768  
Tax ID#94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

5. **Relationship of the Parties:** Please note that all Contractors' employees are employed on an "At Will" basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Therapist due to resignation of Contracted Therapist or Contracted Therapist is not able to provide services for any reason. However, Contractor will use all efforts to replace the Speech-Language Therapist, if one is available in the area.
  - a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
  - b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay.
  - c. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.
6. **Management of Speech Pathology Group Staff:** Each employee of Contractor is assigned a Clinical Manager. The Clinical Manager is available to provide assistance and support by helping contractor's employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Manager may make site visits and/or provide Service Coverage for a contracted therapist that is ill or may have excessive absences. Clinical Management services to be provided within contracted hours for assigned therapist as designated in Addendum A.
7. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.
8. **Fingerprinting and Criminal Records Check of Contractor's Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The California Speech-Language Pathology and Audiology Board, a division of the California Department of Consumer Affairs, maintains finger print clearance for all licensed therapists. If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

9. **Caseload Maximum:** Contractor agrees to a maximum caseload of 55 students for each full time therapist and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or

preschool. Combination caseloads will be prorated based on caseload roster provided by district. \*It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

10. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
11. **Indemnification:**
  - a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
  - b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.
12. **Ownership of Designs and Plans:** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
13. **Non-Compete:** During the term of this Agreement and for the immediate twelve calendar months following termination of this Agreement, Tracy Unified School District shall not hire, nor solicit for hire, either directly or indirectly, as an employee or contractor, any of the contractor's employees, independent contractors, agents or sub-contractor in the field of speech pathology who have rendered speech pathology services to the District/Facility on behalf of the Contractor. In addition, the District/Facility also agrees and warrants paying Contractor 50% of the therapist's annual income upon employment with the District/Facility should there be a breach in this section of the Agreement.
14. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be hand written.
15. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
16. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
17. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Time for Site Specific Trainings/Requirements:** District agrees to compensate Contractor, for time spent by Contractor's employee, for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required

procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendum A will require prior approval from District/Facility designee.

19. **List of Services to be Performed by Contractor:** Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

District will provide contracted therapist with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

20. **Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted services will be provided and caseload demands will be met, by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

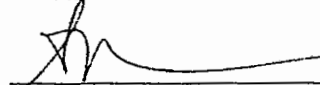
**DISTRICT**

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Susan Stark, M.S., CCC-SLP  
Director

  
\_\_\_\_\_  
Date

School Year 2012-2013  
**Tracy Unified School District**  
Addendum A

**STAFFING PLACEMENT SUMMARY:**

Therapist's Name: Darlene Swirsky, B.S., SLPA  
School Site: McKinley Elementary and Preschools  
# Day(s) per week: 5 days per week  
# Hours per wk: 37.5 hours per week  
Start Date: 8/10/12  
End Date: \*12/31/12  
Hourly Rate: \$75.00  
Caseload:


Therapist's Name: Jennifer Soria, B.S., SLPA  
School Site: To Be Determined  
# Day(s) per week: 3 days per week  
# Hours per wk: 22.5 hours per week  
Start Date: 8/10/12  
End Date: \*12/31/12  
Hourly Rate: \$70.00  
Caseload:

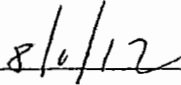
\*District will notify SPG by 11/01/12 regarding contract extension for SLPAs.

Therapist's Name: Chrissy Afshar, M.S., CCC-SLP  
School Site: North School and First Five Preschool  
# Day(s) per week: 5 days per week  
# Hours per wk: 40 hours per week  
Start Date: 8/10/12  
End Date: 5/31/13  
Hourly Rate: \$80.00  
Caseload: Approx. 60

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

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

  
\_\_\_\_\_  
Susan Stark, M.S., CCC-SLP  
Director

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Representative



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Services  
**DATE:** August 17, 2012  
**SUBJECT:** Ratify Contract with A Show Of Hands, Sign Language Interpreting Services

**BACKGROUND:** Special education students may require specialized instruction and support from outside service providers. The District has contracted with A Show of Hands to provide certified sign interpreter support to one student at Kimball High School. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

**RATIONALE:** A student with disabilities must be given access to the general curriculum to the maximum extent appropriate and this may include sign interpretation for deaf or hard-of-hearing students. The District has no state certified sign interpreters that it can employ to support student access to general or special education curriculum. 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:** Expenses for this contract are billed at \$96.00 per hour to provide certified sign interpreter support to the student. Total contract expenses will not exceed \$120,960.00 from July 1, 2012 through June 30, 2013. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Contract with A Show Of Hands, Sign Language Interpreting Services

**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 A Show of Hands, 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 certified sign interpreter support to a student at Kimball High School.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2,520 ( ) ☒ HOURS ☐ DAY(s), under the terms of this agreement at the following location Kimball HS

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

- a. District shall pay \$48 per hour per interpreter, 2 interpreters per hour not to exceed a total of \$120,960. 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 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                      days written notice.

6. Contractor shall contact the District's designee, Dr. Janet Skulina at (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)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

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.

### A Show of Hands, 2012-2013

	\$/hr	hrs/week	\$ per week	# of weeks	Total Charges
Interpreter 1	\$ 48.00	35	\$ 1,680.00	36	\$ 60,480.00
Interpreter 2	\$ 48.00	35	\$ 1,680.00	36	\$ 60,480.00
Totals		70			\$ 120,960.00

## **A Show of Hands**

Sign Language Interpreting Services

P.O. Box 3206

Citrus Heights, Ca 95611

(916) 247-8859

[AngeleneFowler@Aol.com](mailto:AngeleneFowler@Aol.com)

[www.A-Show-of-Hands.com](http://www.A-Show-of-Hands.com)

To: Janet:

Fax Number: \_\_\_\_\_

From: Angelene Fowler

Fax: (916) 729-4220

Re: Sign Language Interpreting Services

Dear Janet:

I would like to introduce to you our company, **A Show of Hands**. We are a Sign Language Interpreting Agency located in Sacramento that provides interpreting services for the deaf by qualified, certified interpreters. Following this, you will find our policies and procedures and the rate sheets. We bring over 30 years of professional, interpreting experience. We provide a 24-hour service and can almost always accommodate all requests even if it is a last minute or emergency assignment. We hope that you will give us a try. You will notice our rates are among the lowest in the community. If you wish to request a sign Language interpreter please do not hesitate to do the following:

1. Complete the following pages of the policies and procedures and return it to our office via fax (916) 729-4220 or mail. We will need this in order to set up an interpreter.

Please call our office to make the necessary arrangements or if you have any questions. (Time, place etc.) Please visit our web site at [www.a-show-of-hands.com](http://www.a-show-of-hands.com).

Thank you,

Angelene Fowler

## Authorization for Services

This form must be completed, signed and faxed or mailed back to our office prior to setting up the interpreting service. After you send it in the first time, we will keep it on file for future assignments.

Company/Facility Name: Tracy Unifed School District, Special Ed Dept.

### Billing Information

Billing Address: 1875 W. Lowell Ave

Tracy, CA 95376

Attention to: Janet Skulina, Director

Contact person: Aida Jauregui

Phone number: 209-830-3270

E-Mail address: ajjauregui@tust.net

Fax number: 209-830-3274

Please provide the names and phone numbers of authorized personnel who may request sign language services in the future:

Kathy Alaniz

Kristine Gornato

## Agreement

The authorized representative signing below has read and agrees on behalf of the above named company to be bound to the terms of the Show of Hands Sign Language Services "policies and procedures" as outlined and the fee scheduled attached. The authorized representative signing below represents and warrants to A Show of Hands, that the delivery of this Agreement and the performance of such a party's obligation hereunder have been duly authorized by the company and that the agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. The authorized representative named below will be responsible for authorizing payment on behalf of the company. An executed copy of this agreement transmitted by facsimile shall bind as if an originally executed copy had been received.

Name (print): Janet A. Skulina  
Name (signature): Janet A. Skulina  
Phone number: 209 830-3270  
Date signed: 8-28-12

### **24-Hour Advance Rates**

Assignments occurring between the hours of 7:00am-6:00pm Monday-Friday excluding holidays.

\$48.00 an hour (2 hour minimum)

### **Less than 24 hour Notice Short Notice Rates**

\$55.00 an hour (2 hour Minimum)

### **Urgent or Late Night Assignments**

Assignments between the hours of 6:01pm and 6:59am will have the following rates apply.

\$60.00 an hour (2 hour minimum)

### **Holidays**

Assignments occurring on a holiday. (Holidays include: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Presidents Day).

\$65.00 an hour (2 hour minimum)

Thanks for allowing us to give you a hand!

**A Show of Hands**  
Sign Language Interpreting Services

**Assignment details:**

**Date:** 8/13/2012 - May 31, 2013

**Start time:** 8:30 am

**End time:** 3:30 pm

**Type of assignment:** Sign Interpreter

**Deaf Consumer's name:** Ethan Caudillo

**Location of assignment:** John C. Kimball High School  
3200 Jaguar Run  
Tracy, CA 95377

**Contact person's Phone:** Julie Luster 209 832-6600 ext  
4128

## **A Show of Hands**

### **Provisions of Service**

Thank you for contacting A Show of Hands! We are dedicated to superior service for all customers, clients and interpreters. Our interpreters are ethical and professional, allowing us to meet the communication needs of our customers and clients. We provide a 24/7 service and can meet all of your communication needs.

Our wide varieties of services include but are not limited to:

- Staff meetings
- Workshops & conferences
- Theatrical Performances and Performing Arts
- New hire and on-the-job training
- Mental Health counseling and therapy
- Government agency events and meetings
- Educational settings: primary, secondary, and post-secondary
- Medical settings
- Legal and professional services
- Consultation and mediation
- Specialized and in-service training
- Recreational and Sporting Events

### **RATES**

Interpreting services are billed at a rate of 48.00 an hour. A minimum 2-hour interpreting charge applies to all assignments, after the second hour, time is billed in half hour increments.

We have a second rate sheet for assignments in the evenings, weekends, holidays and short notice assignments.

### **TEAM INTERPRETING**

Assignments over one hour may require a second interpreter. Some factors considered when determining how many interpreters you will need include duration, complexity, setting, and type of assignment.

## **CANCELLATION POLICY**

Advance notice of a cancellation is always appreciated, as well as crucial to providing you with the most cost effective of services. To avoid being billed for the duration of an appointment, notice of cancellation must be received 24 hours in advance of the start of an assignment. If the client does not show up to the assignment, your agency will be billed for the scheduled time.

## **TRAVEL EXPENSES**

There will be no mileage or travel expenses within the greater Sacramento area; however assignments outside of Sacramento may include portal to portal charges billed at the regular hourly rate or mileage whichever is less for your company. Parking charges may also incur.

## **INSURED AND LICENSED**

A Show of Hands INC. is a certified small business with the State of California and is insured and licensed.