

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, OCTOBER 9, 2012

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

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

AGENDA

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 #12-13/8, 11
 - 3.1.2 Application for Reinstatement #12-13/10, 11, 12
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.1.3 Waiver of Expulsion #12-13/3
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2 **Human Resources:**
 - 3.2.1 Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-169, Pursuant to Article XXIII
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes ___; No___; Absent___; Abstain ___.
 - 3.2.3 Conference with Labor Negotiator
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**

6. **Closed Session Issues:** Pg. No.
6a Finding of Fact #12-13/8, 11
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
6b Report Out of Action Taken on Application for Reinstatement #12-13/10, 11, 12
Action: Vote: Yes __; No __; Absent __; Abstain __
6c Report Out of Action Taken on Waiver of Expulsion #12-13/3
Action: Vote: Yes __; No __; Absent __; Abstain __
6d Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Classified Employee #UCL-169, Pursuant to Article XXIII
Action: Vote: Yes __; No __; Absent __; Abstain __
7. **Approve Regular Minutes of September 25, 2012.** 1-5
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Recognize and Congratulate Sharon Shiroma-Lee for Being Named Teacher of the Year in the 2012 Spirit of Literacy Awards.
9.2 Hirsch 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. **Pg. No.**
- 11.1 **Administrative & Business Services:** None.
- 11.2 **Educational Services:**
- 11.2.1 Receive Report on High School Spanish 5 Advanced Placement Textbook Adoption **6**
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 **7-8**
- 13.1.2 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **9-10**
- 13.2 **Educational Services:**
- 13.2.1 Ratify Contract with Rick Bledsoe, ATP **11-13**
- 13.2.2 Ratify Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and John C. Kimball High School for the 2011-2012 School Year **14-19**
- 13.2.3 Approve Agreement for Special Contract Services with Peacemakers to Provide Tutoring for EL Students at Williams Middle School for the 2012-2013 School Year **20-22**
- 13.3 **Human Resources:**
- 13.3.1 Approve Classified, Certificated and/or Management Employment **23-24**
- 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment **25-26**
14. **Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.
- 14.1 **Administrative & Business Services:** None.
- 14.2 **Educational Services:**
- 14.2.1 Ratify Master Contract and Individual Service Agreements with North Valley School, Inc. for the 2012-2013 School Year (Separate Cover Item) **27**
- Action:** Motion ___; Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

- 14.2.2 Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services for the 2012-2013 School Year **28-30**
Action: Motion __; Second __. **Vote:** Yes __; No __; Absent __; Abstain __.

15. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
17. **Board Meeting Calendar:**
17.1 **October 23, 2012**
17.2 **November 13, 2012**
17.3 **December 11, 2012**
17.4 **January 8, 2013**
17.5 **January 22, 2013**
18. **Upcoming Events:**
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**
18.5 **January 21, 2013** **No School, MLK Day**

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, September 25, 2012**

- 5:30 PM:** President Costa called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn (late to closed session)
Absent: Gregg Crandall
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:05 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 Finding of Fact #12-13/1, 5
Action: Guzman, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Crandall)
6b Report Out of Action Taken on Application for Reinstatement #12-13/9
Action: Vote: Yes-5; No-0; Absent-2(Crandall, Vaughn)
6c Report Out of Action Taken on Waiver of Expulsion #12-13/1
Action: Vote: Yes-5; No-0; Absent-2(Crandall, Vaughn)
6d Report Out of Action Taken on PE Exemption – THS #10205552
Action: Vote: Yes-5; No-0; Absent-2(Crandall, Vaughn)
6e Report Out of Action Taken on Early Graduation THS #1030126; #1021599
Action: Vote: Yes-5; No-0; Absent-2(Crandall, Vaughn)
6f Report Out of Action Taken on Social Probation Waiver Request #12-13/1
Action: Vote: Yes-5; No-0; Absent-2(Crandall, Vaughn)
- Employees Present:** F. Weinberg, J. Cardoza, B. Maslyar, J. Wyrick, C. Johannes, P. Hall, J. Anderson, B. Carter, S. Liel
- Press:** D. Rizzo, Tracy Press
- Visitors Present:** B. Pekari, V. Carrillo, K. Le, M. Serpa, O. Bravo, O. Landavazo, M. Morales, J. Chapman-Varela, Y. Ramos, A. Moya, A. Lopez, J. Rivera, L. Jackson, I. Ashley, A. Torino, J. Orozco, N. Bartolome, N. Nicoletti, K. Oetken, C. Carrisosa, A. Singh
- Minutes:** **Approve Regular Minutes of September 11, 2012.**
Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent1(Crandall)
- Student Rep Reports:** Kimball High: Brianna Pekari is a Junior at Kimball High. In academics, the students are preparing for the PSATs on October 17th. The Freshman orientation was successful. Their first home football game was “Kimball Kickoff”. Mentors from the orientation invited all Freshmen to the game. It was a great turnout against West and they won. In athletics, they were the “Game of the Week” for KCRA 3. They also won the fan vote for play of the week for a 92-yard touchdown. They held an event for International Day of Peace on September 21st

and the Human Rights Psychology class joined together. They had representative flags from all over the world, chalk art representing and promoting peace, and several booths. It was a very positive day. Some students also wore bow ties in support of the anti-bullying campaign.

Tracy High: Ivan Diaz: Was unable to attend tonight's meeting.

West High: Natasha Bartolome is a Senior at West High. In academics, Mr. Farren's calculus class celebrated with a pizza party for getting 100% pass rate on their AP exams. Space & Engineering hosted a game night. In activities West had link crew training and Freshman orientation. On the first day back to school, they welcomed students on a red carpet and cheered them on. The Back to School night was successful. Freshman had a tailgate party to kick off the first football game. Students signed up for clubs during rush week and September 4th a spirit workshop was held by leadership. The first week of float building started last Monday, and on Friday they held a tailgate before the football game. The rally was held in the gym and it worked out very well. The girls' water polo beat Tracy High and varsity soccer boys are undefeated. The volleyball team beat Tracy High. Unfortunately, the football team has not won a game yet.

Stein High: Justin Chapman-Varela reported that students are busy drawing, painting, and making glass mosaics. They are working on murals. The US History students are comparing countries - Canada and the United States. The CAHSEE prep class teacher has a new approach with an emphasis on a positive attitude. If 70% pass, she will treat them to pizza. Students are also busy playing recreational basketball for girls and boys.

Recognition & Presentations:

9.1 Poet Christian School Update

Principal, Bill Maslyar, presented a power point on the English Language program which showed a demographics chart. For the first time, the Hispanic population is the majority (41.4 percent v. White at 40.6%). It also showed EL students by grade level and there is currently 18.5% EL students in the school. He reviewed the AMAO1 score of 69.5% which shows they are making progress; the AMAO2 is at 19.4% students who attained English proficiency. They have had Dr. Carol Woo work with their leadership team and will help provide coaches. When there are a small amount of EL students in a class, it makes it more difficult. They are working on grouping EL students over grade spans so that 1 teacher can spend time with the whole EL group. They are also working on staff development, reviewing intervention plans and DataWORKS.

Trustee Silva left the meeting at 7:28 p.m.

Trustee Silva returned to the meeting at 7:30 p.m.

Hearing of Delegations

None.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

- 11.2 **Educational Services:**
- 11.2.1 Receive Report on WASC Visit at George and Evelyn Stein High School on March 4 – 7, 2012

Principal, Cynthia Johannes, and teacher, Jodi Wyrick, presented a power point on their WASC visit which reviewed their strengths such as strong district support, a staff development program that provides an ongoing system of teacher and staff training and teachers who advise students and monitor their progress. A critical area of follow up was to focus on ELA and focus on Math and Algebra. There needs to be a greater commitment to the CAHSEE support classes which will now be five days a week for both math and ELA. They are working with the seniors, but will also start working with juniors. They are using cross curriculum instruction and assignments and are sending staff members to professional develop opportunities. They are also working to develop post transition plans for students. They will organize a committee. Students will be creating professional portfolios. They will also host several mini field trips after school. It was also noted that students are closely monitored and the “Big Four” is utilized across content areas. The staff collaborates to support student personal and academic growth and they provide a safe haven for learning at Stein High. Stein received a 6-year accreditation with a three year review.

Public Hearing:

- 12.1 **Educational Services:**
- 12.1.1 Conduct a Public Hearing on Item 14.2.1 Adopt Resolution #12-09, A Declaration That There are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

Opened Public Hearing at 7:49 p.m.
 No comments were made.
 Closed public hearing at 7:50 p.m.

Consent Items:

- Action:** Swenson, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 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
- 13.1.2 Approve Assembly, Service, Business and Food Vendors
- 13.1.3 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 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 and Memorandum of Understanding (MOU) for the San Joaquin County Office of Education,

- Artists-In-Schools (AIS) Department to Provide Instruction for Six Classrooms at Art Freiler School during the 2012-2013 School Year
- 13.2.2 Approve Agreement for Special Contract Services with Counseling and More (CAM) to Provide Training for Parents at North Elementary School for the 2012 – 2013 School Year
- 13.2.3 Ratify Travel for Tracy High School FFA Students to Compete and Sell Livestock Projects at the San Joaquin County Fair and Junior Livestock Auction in Stockton, CA on September 19 – 29, 2012
- 13.2.4 Approve Overnight Travel for the Kimball High School (KHS) Cross Country Team and Coaches to Attend the Mount San Antonio Community College (Mt. SAC) Invitational in Walnut, CA on October 19 - 21, 2012
- 13.3 **Human Resources:**
- 13.3.1 Approve Classified, Certificated and/or Management Employment
- 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment
- 13.3.3 Approve the Hiring of Tracy Unified School District to Hire Ten AVID College Tutors for the 2012-13 School Year

Action Items:

- 14.1 **Administrative & Business Services:**
- 14.1.1 Adopt Resolution No. 12-10 to Excuse Meeting Absence of Board Member
- Action:** Gouveia, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.1.2 Approve Use of the Mandate Block Grant for the 2012-13 School Year
- Action:** Gouveia, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.2 **Educational Services:**
- 14.2.1 Adopt Resolution #12-09, A Declaration That There are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.
- Action:** Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
This item was moved up on the agenda.
- 14.2.2 Consider Claim No. 462481 TUSD
- Action:** Denied. Silva, Gouveia. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 14.2.3 Approve Changes to TUSD Coaches Handbook (Separate Cover Item)
- Action:** Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
Comment: Trustee Swenson commended Matt Loggins for assembling and review of material on concussions to be included in the handbook. Trustee Vaughn left the meeting at 7:53 p.m.

Board Reports:

Trustee Gouveia attended a few of the high school football games. He enjoyed it and the students had fun. Last week he went to UOP to attend workshops on 100 years of Sikhism. He was invited to attend the Class of 1982 reunion which was the first class that he was a counselor for. Southside organized a “Day of the Dead workshop which is free of charge. Trustee Swenson requested that the high school student handbook be put on the agenda at a future meeting to discuss the no fighting contract; 9 weeks of social probation and cumulative fighting over 4 years. Also, the Breakfast Lions took care of the concessions for the east side of

the stadium. Tracy High had a good crowd. Revenues went to West High School. He said goodbye to Dr. and Mrs. Bohn. He was a superior educator for Tracy schools. They are moving near their son in Salt Lake City. He attended the 1982 class reunion. It was enjoyable and many would introduce themselves who were on various teams in high school. If you want a good meal the Tracy High Feast Lab is this Thursday and also October 4th. Doyle Dixon does a super job. Trustee Guzman passed. Trustee Silva attended the Tracy v. West game. He congratulated both staffs. There was a very positive atmosphere. He congratulated Tracy High for bringing home the trophy. The Homefield Advantage Booster Club donated over \$13,000 as a result of the fireworks stand to various sports team. They are also sponsoring a dinner this Saturday. If you are interested, tickets are on sale. Trustee Costa thanked several other organizations that donated to our schools: Central received \$1,000 from BNI-Miser Foundation; Tracy High Pep Squad \$840 from Roseville Golfclub; and Williams Middle School received \$1,000 from Lola Mohr.

**Superintendent
Report:**

Dr. Franco asked Paul Hall to say a few of the dates for bullying week. Paul Hall reported that September 29th is the DARE to love Tracy event at 1:00 at McKinley School. On October 2nd at city hall there will be a joint resolution signing with the City of Tracy and Tracy Unified for anti-bullying month. There will also be the annual poster contest that will be turned in and displayed at the district office. On November 3rd is the annual anti-bullying rally and everyone is invited to attend. It will be held at Kimball High from 6:00 to 7:15 p.m. Throughout October you can check school websites for lists of various events. There is an anti-bullying link from the staff portal. Dr. Franco then commented that he attended the Mexican Independence Day and ran into some old handball players. We currently have an annual ping pong tournament and will now have to include a handball tournament. He also requested citizens to study Props 30 and 38 as they will have a significant impact on school districts.

8:08 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 20, 2012
SUBJECT: Receive Report on High School Spanish 5 Advanced Placement Textbook Adoption

BACKGROUND: The Advanced Placement (AP) Spanish Literature course saw major changes for the 2012-13 school year. The reading list changed from 58 pieces of prose, poetry and drama to 38 linguistically and thematically challenging readings. The current textbook does not contain works from all the required authors or literature titles nor does it address all six AP themes.

As part of the instructional materials adoption process, Laura McMillan, WHS Modern Language Department Chair, and Adalberto Gomez, AP 5 Spanish Literature teacher, used a District developed evaluation rubric to review three textbooks on the College Board's instructional materials list. They found *Reflexiones, Introduccion a la literatura hispanica*, AP edition, ©2013, authored by Rodney T. Rodriguez, Pearson Publishing, to be the most appropriate textbook for the AP 5 Spanish Literature course.

RATIONALE: This report is being presented to increase Board and community awareness of the history and activities of the District Spanish AP program, and to provide descriptions and rationale for the proposed textbook adoption. The textbook being recommended for adoption, *Reflexiones*, demonstrates the highest correlation to the following evaluation criteria:

- Alignment with AP Spanish Language and Culture Curriculum Framework
- Instructional planning and support
- Current and relevant attention to culture
- Online teacher and student resources
- Reteaching activities
- Listening and speaking activities
- Each chapter contains essential questions, organizing concepts, and required readings.
- Selections within chapters are organized by cultural and historical periods
- Extensive focus on critical analysis of text and communication

This agenda item meets District Strategic Goal #1: Prepare all students for college and careers, and 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.

FUNDING: Funding for the purchase of recommended materials in the amount of \$2,500 will be provided by State textbook funds.

RECOMMENDATION: Receive Report on High School Spanish 5 Advanced Placement Textbook Adoption.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: October 9, 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:

Tracy High School:

1. Tracy Unified School District/Tracy High School Band: From Main Street Music in the amount of \$542.30 (ck. #18349). This donation will benefit the Tracy High School Band.
2. Tracy Unified School District/Tracy High School: From Rainforth Grau Architects. The donation consists of two sets of building letters, including installation, with a value of \$2,459.72. This donation was purchased for the Dr. James C. Franco building.
3. Tracy Unified School District/Tracy High School: From RGM and Associates. The donation consists of two sets of building letters, including installation, with a value of \$2,459.72. This donation was for the Dr. James C. Franco building.

West High School:

1. Tracy Unified School District/West High School: From Fireside Auto Finance. This donation consists of two HP 4000 Computers, two HP 3600 Color Printers, two HP4250/4350 Printers, three pedestal tables, six PC Workstation units, one wall mounted white board and twenty-one chairs with a total estimated value of \$885.00. This donation will benefit the students and staff.

Williams Middle School:

1. Tracy Unified School District/Williams Middle School: From DonorsChoose.org. This donation consisted of an Elmo TT12 Document Camera (tax, shipping and handling incl.) with a value of \$1,053.00. This donation will benefit Teacher, Mrs. Stellhorn, and her 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: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: September 28, 2012
SUBJECT: **Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor: Walsworth Publishing Company
Site: Williams Middle School
Item: Agreement
Services: Publish 2012-2013 School Yearbook
Cost: \$12,650.00
Project Funding: ASB Account

B. Vendor: Conestoga-Rovers & Associates
Site: Kimball High School
Item: Proposal-Ratify
Services: Consultant to provide addendum to Preliminary Environmental Assessment (PEA), Kimball High School; completion of PEA for parcel 3.
Cost: \$22,873.80 (Estimate)
Project Funding: Developer/Mitigation Fee

C. Vendor: RGM & Associates
Site: Central School
Item: Agreement
Services: Construction management services relating to the replacement of the domestic water service from Eaton Street to the main building at Central School.
Cost: \$3,000.00 Not to Exceed
Project Funding: General Fund – Unrestricted Facilities Funds



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Services
DATE: September 26, 2012
SUBJECT: **Ratify Contract with Rick Bledsoe, ATP**

BACKGROUND: Special education students may require specialized instruction and support from outside service providers. The District has contracted with Augmentative and Assistive Communication Specialists in previous years to provide augmentative communication support to children with autism. Rick Bledsoe is currently providing augmented communication services to children with autism via their IEP's, with the possibility of more students within the District requiring his specialized skills. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

RATIONALE: These particular children continue to require specialized services in the area of augmented communication and the District does not have any personnel with the appropriate skills or knowledge to provide student and staff training in the area of augmentative communication. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports District Strategic Goal #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 \$120.00 per hour to include evaluations and IEP meeting attendance. Total contract expenses will not exceed \$26,000.00 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 Rick Bledsoe, ATP

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 Rick Bledsoe, ATP, 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: **Augmented communication specialist consultation to IEP team; augmented communication assessments. Services include direct contact with pupil for training and use of speech-generating device; training and consultation on the use of the device to team members including parent(s), teacher, aides, occupational therapist, District SLP and behaviorist. Services also include attendance at IEP meetings and report writing.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **216.67 (X) HOURS per year**, under the terms of this agreement at the following location: **any and all school sites within Tracy Unified School District or the contractor's home office.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$120.00 per HOUR for direct contact and training; \$120.00 per HOUR for IEP and staff meeting attendance, programming of augmentative devices**; not to exceed a total of **\$26,000.00** for this contract. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoices 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** 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)
See completed W-9

 Social Security Number (2)

 Title

 Address

 Dr. Janet Skulina, Director, Special Education

 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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
FROM: Dr. Cheryl A. Domenichelli, Principal Kimball High School
DATE: September 26, 2012
SUBJECT: **Ratify Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and John C. Kimball High School for the 2012-2013 School Year.**

BACKGROUND: Over the past several years, many schools within Tracy Unified have contracted with the County Office of Education, Regional System of District and School Support (RSDSS) to provide instructional training for their site leadership team. This training has resulted in building capacity within schools so that these teacher-leaders can eventually become coaches to their peers. Ratification is required as the MOU was not received prior to our District In-service days for teachers.

RATIONALE: Again this school year, John C. Kimball High School plans to participate in RSDSS training using Title II funds. The site is committed to continue to improve teacher quality and instruction and close the achievement gap. The outcome of this training will result in building capacity within the school so that these teacher-leaders continue coaching their peers in best instructional practices and in strengthening our professional learning communities. Training will include onsite professional development for a total of seven teachers and administrators. Training will also be provided for an additional five teachers on Professional Learning Communities. RSDSS will also conduct an instructional time survey. This request supports District Strategic Goal #1: Prepare all students for college and careers, District Strategic Goal #3: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and District Strategic Goal #6: Develop and support a high performing workforce.

FUNDING: District and Site Categorical funding, Title II- Teacher Quality, will cover these costs not to exceed \$5,600.00

RECOMMENDATION: Ratify Agreement for Special Contract Services and Memorandum of understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and John C. Kimball High School for the 2012-2013 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education, RSDSS, 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 instructional training for Kimball High School leadership teams which will focus on improving teacher quality and instruction and closing the achievement gap.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 11 () [] HOURS [✓] DAY(s), under the terms of this agreement at the following location SJCOE & KHS

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

- a. District shall pay \$6000.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$6,000.00. 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 August 1, 2012, and shall terminate on May 1, 2013.

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

6. Contractor shall contact the District's designee, Linda Boragno-Dopp at (209) 830-3200, ext. 1050 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

 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.

Memorandum of Understanding
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Regional System of District and School Support
And
Kimball High School, Tracy Unified School District

This Agreement by and between the San Joaquin County Office of Education/Regional System of District and School Support, hereinafter referred to as "SJCOE/ RSDSS," and Kimball High School, Tracy Unified School District hereinafter referred to as "KHS/TUSD," is for the purpose of serving as an ongoing technical assistance.

The two parties, SJCOE/RSDSS and KHS/TUSD mutually agree to the following terms and conditions:

I. Scope of the Work

Provide Professional Learning Community training and on-site technical assistance to Kimball High School.

II. Terms of Agreement

Effective dates of agreement will be from August 1, 2012 – June 28, 2013.

III. Compensation

Event	Participants	Days/Sessions	Cost
Professional Development (SJCOE):	5 Participants @ \$400 each	October 22, 2012	\$2,000
Topic: Professional Learning Community		November 27, 2012	
		February 4, 2013	
		March 11, 2013	
		May 8, 2013	
On-site Professional Development	4 Sessions @ \$350 each	August 9, 2012	\$1,400
		October 15, 2012	
		December 3, 2012	
		January 14, 2013	
<i>Instructional Time Survey and Instructional</i>	40 Classrooms @ \$55 each (Includes Pre-Data Meeting,	October 24, 2012 (Pre-Data Meeting)	\$2,200

Methodology Survey

full report and follow up
meeting)

TBD

Total

\$5,600

KHS/TUSD will pay SJCOE/RSDSS **\$2,800** (50%) no later than October 31, 2012.

KHS/TUSD will pay SJCOE/RSDSS **\$2,800** (remaining balance) no later than May 1, 2013.

IV. Termination of Agreement

This agreement can be terminated by either party with 30 days advanced written notice.

V. Certification of Non-Employee Status

- a) SJCOE/RSDSS certifies that at all times RSDSS is acting as an independent contractor and not as employee of Kimball High School, Tracy Unified School District. Kimball High School, Tracy Unified School District 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) Kimball High School, Tracy Unified School District agrees to make no claim against the County Office of Education 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 Kimball High School, Tracy Unified School District is not entitled to any such benefits.

San Joaquin County Office of Education Kimball High School, Tracy Unified School District

Gary Dei Rossi, Deputy Superintendent
Student Programs & Services

Linda Dopp
Director, Alternative Programs

Date _____

Date _____

Scott Anderson, Director of Operations,
Contract Manager

Cheryl Dómenichelli
Principal

Date _____

Date _____

Rhonda Cicolani, RSDSS Director

Date _____

CERTIFICATION OF NON-EMPLOYMENT STATUS:

CONTRACTOR/CONSULTANT /DISTRICT certify that at all times CONTRACTOR/CONSULTANT/DISTRICT is acting as an independent contractor and not an employee of the San Joaquin County Office of Education. CONTRACTOR/CONSULTANT/DISTRICT 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. CONTRACTOR/CONSULTANT /DISTRICT agrees to make no claim against the COUNTY OFFICE 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 agrees CONTRACTOR/CONSULTANT/DISTRICT is not entitled to any such benefits.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 25, 2012
SUBJECT: Approve Agreement for Special Contract Services with Peacemakers to Provide Tutoring for EL Students at Williams Middle School for the 2012-2013 School Year

BACKGROUND: Peacemakers has been very successful working with students at Williams Middle School over the past three years. As the EL population continues to grow at Williams, the staff would like to ensure the success of all students by providing the educational services they need for the 2012-2013 school year. Thus, staff would like to expand the educational program to include tutoring for EL students, during the school day, along with follow up with each student's parents. Resources for Spanish speaking staff at Williams Middle School is limited, which exacerbates the language barrier for students adding to the disassociation they experience while learning and trying to effectively communicate with their teachers.

RATIONALE: The EL students at Williams Middle School are increasing in numbers each school year. The services that are provided for them take place during regular core class time. For example, during the Acquisition of Language and Academic Skills (ALAS) class, a Spanish speaking tutor can assist students in altering their educational goals as well as reach out to the parents for support and offer parent education. Peacemakers will provide invaluable resources during class time and throughout the school day to assist students in being successful. This supports District Strategic Goal #1: Prepare all students for college and careers and 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.

FUNDING: Peacemakers tutoring will be funded out of site EIA. Total will not exceed \$15,000.

RECOMMENDATION: Approve Agreement for Special Contract Services with Peacemakers to Provide Tutoring for EL Students at William Middle School for the 2012-2013 School Year

Prepared by: Barbara Montgomery, Principal of Williams Middle School

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Peacemakers, 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: Coordinate tutoring with EL students during the school day and assist with parent outreach

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \$15,000 () [] HOURS [] DAY(s), under the terms of this agreement at the following location Williams Middle.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ \$12.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ \$15,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

 - b. District [] SHALL; [] SHALL NOT reimburse Contractor for out-of-pocket expenses 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 \$ N/A 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 October 15, 2012, and shall terminate on May 31, 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, Barbara Montgomery at (209) 830-3345 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
01-7090-0-1110-1000-5800-490-5302

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 28, 2012
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Bancroft, Shannon

CERTIFICATED MANAGEMENT

Assistant Principal (Replacement)
West High School
Class LME 48, Step A
\$67,087.24
Funding: General

BACKGROUND:

Charles, Joni

CERTIFICATED

SDC (Kinder/1st) (replacement)
Villalovoz School
Class III, Step 1, "B"
\$36,232.56
Funding: Special Education

Olson, Lyndsay

English (replacement)
West High School
Class III, Step 1, "B"
\$36,725.52
Funding: General

BACKGROUND:

Akamien, Kehia

CLASSIFIED

High School Attendance Secretary (Replacement)
Kimball High School
Range 31, Step A - \$14.73 per hour
8 hours per day
Funding: General Fund

O'Leary, Jennifer

Site Supervisor – Early Child Care & Development
(Replacement)
North Preschool
Range 36, Step A - \$16.53 per hour
8 hours per day

Funding: Local #5

Rosales, San Juana

Bilingual Para Educator I – (Replacement)
South/West Park
Range 24, Step B - \$13.11 per hour
4 hours per day
Funding: IASA-Title I – 50% and EIA – 50%

Thomas, Troy

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

Mohammad Wali, Farishta

Food Service Worker (Replacement)
Art Freiler School
Range 22, Step C - \$13.11 per hour
2.5 hours per day
Funding: Child Nutrition – School Program

Zamora, Sonia

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

BACKGROUND:

Cueva Jr., Genaro

COACHES

Varsity Boys' Basketball
Tracy High School
Stipend: \$4,868.03

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: September 28, 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>
Bancroft, Shannon	WHS	09/30/12	Accept Assistant Principal West High School

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>
Galea, Michael Para Educator I	MVMS	09/21/2012	Personal
O'Leary, Jennifer Site Supervisor	North Preschool	09/24/2012	Personal
Young, Gordon Utility Person III	Maintenance/ Transport.	09/25/2012	Personal

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 19, 2012
SUBJECT: Ratify Master Contract and Individual Service Agreements with North Valley School, Inc. for the 2012-2013 School Year

BACKGROUND: Two students with significant aggressive and highly assaultive behaviors were placed at North Valley School, Inc., a Non-Public School, for the 2011/12 school year. These students will continue attending North Valley School for the 2012/2013 school year. Ratification is necessary so that services specified on IEPs can be provided in a compliant manner.

RATIONALE: The students were placed in a structured setting with a behavioral component not available in the public setting. Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. Less restrictive placements have not been effective in meeting their needs. This request supports District Strategic Goal #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 the 2012-2013 school year include 180 days with per diem costs for Basic Education at \$146.00, 30 days of Extended School Year with per diem costs of \$146.00, and related services including Speech and Language services at \$87.30 per hour and Occupational Therapy at \$116.40 per hour. Expenses will not exceed \$62,699.10. Non-public tuition expenses are budgeted in account number # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Service Agreements with North Valley School, Inc. for the 2012-2013 School Year

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: September 26, 2012
SUBJECT: **Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services for the 2012-2013 School Year**

BACKGROUND: Special Education students may require consultation services from an Autism Specialist as part of their Individual Education Plan (IEP). The Board has approved consultation services from Therapeutic Pathways, Inc. in previous school years. The IEP team has agreed that the same base level of services is necessary for the 2012-2013 school year. Ratification is necessary because services are currently being provided per the students' IEP.

RATIONALE: The District does not have an Autism Specialist employed; therefore, it is necessary to provide services through a contract arrangement. Therapeutic Pathways, Inc. is a non-public agency that serves many children throughout Central California. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; District Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff; and District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

FUNDING: Total contract expenses are equally shared between the District and Valley Mountain Regional Center (VMRC). The District's 50% share of the total contracted expense will not exceed \$165,019.34 through June 30, 2013. Funding for Nonpublic School tuition is built into our 602 funding base for Special Education. Expenditures that exceed the base funding are reimbursed at 50% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with Therapeutic Pathways, Inc. for Consultation Services 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 Therapeutic Pathways, Inc. hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide consultation for students diagnosed with autism. Consultation will include recommendations for placement, teaching strategies and social skills training, picture exchange, communication system training, behavior management communication strategies, assessments including behavioral and environmental, material preparation participations at IEP's and other meetings.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of up to a total of 9 months per year, under the terms of this agreement at the following location any and all school sites within Tracy Unified School District, and at sites operated by Therapeutic Pathways, Inc..
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay according to service provided per HOUR/DAY/FLAT RATE, not to exceed a total of \$165,019.34. Contractor shall only be paid for work completed to the satisfaction of District through, the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS, [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 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)

 Title

 Date

 Address

 Dr. Janet Skulina, Ed.D

 Date

Director, Special Education
 Title

01-6500-0-5750-1180-5800-800-254
 Account Number to be Charged

Dr. Janet Skulina
 Department/Site Approval

 Dr. Casey Goodall, Asst. Superintendent Business Services
 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.