

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

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, NOVEMBER 14, 2006

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

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

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

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

3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes School Year.

3.1 Educational Services:

3.1.1 Findings of Facts: #FF06-07/34, 36, 37, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 60, 62, 63, 66, 67, 68, 69, 70, 71, 72, 73

3.1.2 Application for Reinstatement: #AR06-07/28, 29

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

3.1.3 Waiver of Expulsion: #WE06-07/2

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

3.2 Human Resources:

3.2.1 Consider Leave of Absence Request for Certificated Employee #UC-442, Pursuant to Article XX

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

3.2.2 Consider Public Employee/Employment/Discipline/Dismissal/Release

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

3.2.3 Conference with Labor Negotiator

Agency Negotiator: Jamie Mousalimas,

Assistant Superintendent of Human Resources

Employee Organization: CSEA, TEA

3.2.4 Liability Claims

- Claimant: McElroy

- Agency Claimed Against: Tracy Unified School District

3.2.5 Discussion Regarding Pending Litigation:

San Joaquin Workers Compensation JPA v. Lodi Unified, Stockton Unified,
San Joaquin Delta College

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Fact #FF06-07/34, 36, 37, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 60, 62, 63, 66, 67, 68, 69, 70, 71, 72, 73

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

6b Report Out of Action Taken on Application for Reinstatement #AR06-07/28, 29

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6c Report Out of Action Taken on Waiver of Expulsion: #WE06-07/2

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

6d Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-442, Pursuant to Article XX

Action: Vote: Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of October 24, 2006.

1-6

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:

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9.1 Recognize the Outstanding Employees of the Fall Term for the 2006-2007 School Year

9.2 Freiler Elementary School Site Update on Achievements & Activities

9.3 Williams Middle School Site Update on Achievements & Activities

10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another

person the right to pursue legal recourse against you, there is a taped record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.

- 11. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

11.1 Administrative & Business Services:

- 11.1.1** Acknowledge Report on Heating, Ventilation, and Air Conditioning Maintenance for October 2006 **8-15**

11.2 Educational Services:

- 11.2.1** Receive Update and Report on High Priority School Grant Program (HPSGP) for Central Elementary and Delta Island School **16**
- 11.2.2** Receive Report on School Resource Officer Program **17**

11.3 Human Resources:

- 11.3.1** Human Resources Annual Report **18**

- 12. PUBLIC HEARING:** None.

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

Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__

13.1 Administrative & Business Services:

- 13.1.1** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval **19-22**
- 13.1.2** Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval **23-24**
- 13.1.3** Approve Monthly Budget Adjustment Report **25-29**
- 13.1.4** Approve Revolving Cash Fund Reports for October, 2006 **30-32**
- 13.1.5** Approve Accounts Payable Warrants Reports for October, 2006 (Under Separate Cover) **33**
- 13.1.6** Accept Donations **34-35**

13.2 Educational Services:

- 13.2.1** Approve Service Agreement with aha! Process Inc for Dr. Paul Slocumb to Present at the State Development Buy Back Day on Wednesday, January 31, 2007 **36-41**
- 13.2.2** Ratify Service Agreement for California State University Long Beach Foundation for the 2006-2007 School Year **42-44**
- 13.2.3** Ratify Payment to Parent for Transportation and Lodging Reimbursement **45-46**
- 13.2.4** Ratify Master Contract and Individual Service Agreements with Devereux Texas Treatment Network **47-53**
- 13.2.5** Ratify Contract with Mediscan Staffing Services for Speech/Language Pathologist **54-56**

13.2.6	Ratify Master Contract and Individual Service Agreement with Central Valley Autism Project	57-59
13.2.7	Ratify Overnight Travel to Aptos, California, for Special Education Students in Adapted Physical Education	60-62
13.2.8	Approve Agreement for Special Contract Services with Patricia Schetter, Autism Specialist for January 31 st Buy Back Day	63-66
13.2.9	Approve Special Services Contract with the Stanislaus County Office of Education for Alane Vaughn to Train Teachers on Holt Curriculum on January 31, 2007	67-74
13.2.10	Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for 2006-2007 School Year	75
13.2.11	Approve the Performance of "The Lion, The Witch, and The Wardrobe" for McKinley School on December 12, 2006	76-80
13.2.12	Approve the Children's Theatre Center Performance of the Arithmetickles for McKinley School of January 24, 2006	81-85
13.2.13	Approve the Start Dreamin' Assembly at McKinley Elementary to be Held on March 28, 2007	86-89
13.2.14	Approve the Hampstead Players Performance of "Greek Mythology for Kids I", at McKinley Elementary to be Held on May 8, 2007	90-96
13.2.15	Approve Traveling Teacher Program from Modesto Junior College to Teach Science Lesson to 5 th Graders at South School	97-99
13.2.16	Ratify Service Agreement for Data Works Educational Research to Serve as the Outside Entity for Central Elementary Schools in the High Priority Schools Grant	100-105
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	110-113
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	114-115
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Authorize the Director of Transportation to Bid and Award the Purchase of Two Maintenance Vehicles for the Maintenance Department HVAC Team and One New Food Service Delivery Vehicle	116-117
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.2	Consider Claim No. 1-0607 TUSD	118-119
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.1.3	Acknowledge Revisions to Administrative Regulation 3553 Free and Reduced Meals – 1 st Reading	120-121
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.2	Educational Services:	
14.2.1	Approve Tracy Unified School District's Comprehensive Guidance Counseling Program Plan with the Addition of the Supplemental Counseling Program Requirements	123-13
	Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.	
14.3	Human Resources:	

- | | | |
|----------------|--|---------|
| 14.3.1 | Approve Memorandum of Understanding (MOU) with San Joaquin County Office of Education Teacher Development | 139-143 |
| Action: | Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.2 | Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to be Compliant with CSBA Guidelines – 2 nd Reading, Intent to Adopt | 144-154 |
| 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 December 12, 2006
- 17.2 January 9, 2007
- 17.3 January 23, 2007

18. Upcoming Events:

- | | | |
|------|--------------------------------|-----------------------------------|
| 18.1 | November 22 – January 2, 2007 | Winter Break, Yellow Track |
| 18.2 | December 16- January 1, 2007 | Winter Break, Traditional |
| 18.3 | December 20 – January 1, 2007 | Winter Break, Red & Blue Track |
| 18.4 | December 20 – January 31, 2007 | Winter Break, Green Track |
| 18.5 | January 15, 2007 | No School, Martin Luther King Day |
| 18.6 | January 31, 2007 | No School, Staff Dev. Day |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, October 24, 2006**

- 5:30 PM:** President Machado called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Feller, T. Hawkins, K. Lewis, G. Machado, B. Swenson, J. Vaughn; Absent: G. Crandall.
Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.
- 7:01 PM:** President Machado called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Action on Findings of Fact: #FF06-07/30, 35, 38, 39, 41, 57, 58, 59
Action: Lewis, Swenson. **Vote:** Yes-6; No-0; Absent-1(Crandall)
6b Report Out of Action Taken on Application for Reinstatement: #AR06-07/25, 26, 27
Action: **Vote:** Yes -6; No-0; Absent-1(Crandall)
6c Report Out of Action Taken on Waiver of Expulsion: #WE06-07/1
Action: **Vote:** Yes-6; No-0; Absent-1(Crandall)
- Employees Present:** C. Minter, J. Wakefield, B. Willner, T. Arnaudo, R. Frame, R. Pearlman, R. Call, D. Wakefield, A. Continente, S. Thornton, J. Yasemsky, C. Johannes
- Press:** P. Hayworth, E. Gutierrez
- Visitors Present:** N. Pearlman, H. Wheeler, D. Asah, B. Pekari, D. Asah, M. Wingo, R. Elwood, A. Camacho, D. Wingo, B. Wingo, K. Johnson, R. Lane, M. Chungong, F. Asah, B. Hoffert, L. Pekari, J. Pekari, T. Guzman, K. Johnson
- Minutes:** **Approve Regular Minutes of October 10, 2006.**
Action: Hawkins, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
Minutes are public information and available for review in the Superintendent's Office during regular business hours.
- Student Representative Reports:** Tracy High: Megan Wingo reported that Tracy IB students are in the process of registering for IB tests. Ag Science just got back from their annual trip to Yosemite. There will be a Spring Break trip to Washington DC or Sacramento. AVID parent night is tonight. The Football Team has won 4 games in a row. Golf, tennis & cross country are coming to an end. Tracy High just finished their Homecoming Week. The Seniors won the Powder

Puff game. The Rally was great and Courtney Serratto & Matt Silva were named King & Queen. The Freshman float suffered a few collapses. They won the game, 55-12 and had fun at the dance. They are in the process of their coat drive for McHenry House. Academic Decathlon coming up and this Saturday is fine arts day and there will be a fundraiser at Cold Stone. Next week is Red Ribbon Week and the Freshman tailgate party will be on the 9th.

West High: Ryan Elwood reported that this is their Homecoming Week. The powder puff game went well. Tonight is rehearsal for the night rally and tomorrow is the night rally. Thursday is the Freshman game and the parade and Varsity Game are on Friday. They will have a semi-formal dance on Saturday from 9:00 to 12:00. They are holding fundraisers that will go to four different non-profit charitable organizations. After a week they have raised \$600.00. The Senior Class held a yard sale to raise money for the safe and sober graduation and senior activities. The DSC Club is recycling. The football team is undefeated in the league and other sports are also doing very well. The group "Red Rain" performed last Friday and it was a very fun lunchtime activity.

Duncan Russell: Alejandro Camacho reported that their English classes are preparing for the CAHSEE testing. They have school data teams. The Key Club is working on fundraising and a Special Ed BBQ. They have new text books and new curriculum. There are ten students on work experience. There is a lot of PE activities on campus. They have new footballs, softballs and a gym where they place basketball and ping pong. There is also a child care facility on campus. The students had the opportunity to hear guest speakers. This week they are preparing for Red Ribbon Week. Duncan Russell is working productively towards California Standards.

Recognition & Presentation:

9.1 Hirsch Elementary School Site Update on Achievements & Activities

Hirsch teachers, Ms. Arnaudo and Ms. Yamesky, and student council members presented a power point with information about student council and what issues they discuss and activities they plan. They reviewed their goals for this year.

Hearing of Delegations

None.

Information & Discussion Items:

11.1 Administrative & Business Services

11.1.1 Receive Report on Grounds Maintenance Program

Assistant Superintendent of Business Services, Dr. Casey Goodall, presented a report on the maintenance operations for the District. The Board would like to hire more maintenance employees. A

subcommittee will be formed and will decide funding sources.

11.2 Educational Services:

11.2.1 Receive Report on Supplemental Counseling Program

Director of Student Services, Rebecca Frame, reviewed the comprehensive counseling program which will be funded by AB 1802 and which will be an ongoing grant which the District will receive. We will receive approximately \$70-\$80 per student in grades 7 through 12. This will allow approximately 6 more counselors for the District.

Public Hearing: None.

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

13.1 Administrative & Business Services:

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

13.1.2 Approve Monthly Budget Adjustment Report

13.1.3 Approve Payroll Reports for May – September, 2006 (Under Separate cover)

13.1.4 Approve Revolving Cash Fund Reports for September, 2006

13.1.5 Approve Accounts Payable Warrants Reports for September, 2006 (Under Separate Cover)

13.2 Educational Services:

13.2.1 Approve Karen Bruns and Christine Cammons as TUSD Representatives to the SELPA Community Advisory Committee (CAC)

13.2.2 Approve Contract with Dianna Hollingshead-Parker, R.N.

13.2.3 Ratify Contract for Assessments with Psychology, Learning and You

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

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

13.2.6 Ratify Agreement for Contract Services with James Wakefield, Ph.D. for Bilingual Assessment

13.2.7 Ratify Master contract and Individual Service Agreement with Children's Home of Stockton

13.2.8 Approve the Ranka's Marionette Theater for McKinley School to be held on 11/17/2006

13.2.9 Approve Agreement for Special Contract Service with Dr. Edward Higgins as Guest Director for the 2007 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance

13.2.10 Approve Service Agreements for College AVID Tutors Janine

- Silvis, Sara Salmons and Blythe Seegmille to Tutor AVID High School Students Throughout the 2006-2007 School Year
- 13.2.11** Approve Contract with DARE Officer, John Guzman, for Teaching DARE Classes in 5th Grade
 - 13.2.12** Approve Special Services Contract with Stanislaus County Office of Education for Teacher Alane Vaughn to Train Teachers on Holt Curriculum on November 13, 2006
 - 13.2.13** Approve the Overnight Travel for the Tracy High School Sophomore and varsity Boys' Basketball Teams to Participate in the Harlan Carter Basketball Tournament in Redding, CA, on November 30, December 1 & 2, 2006

13.3 Human Resources:

- 13.3.1** Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Approve Preliminary Drawings of Stadium and Pool Complexes and Authorize WLC Architects to Move Forward with Construction Documents

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

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1** Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to be Compliant with CSBA Guidelines

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

- 14.3.2** Approve Changes to Maintenance Specialist (HVAC) Job Description

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

- 14.3.3** Approve Job Description for High School Custodial Supervisor/Maintenance Mechanic

Action: Lewis, Vaughn(As amended)**Vote:** Yes-6; No-0; Absent-1(Crandall)

Board Reports:

Trustee Lewis passed. Trustee Feller attended the City/Schools Liaison meeting last Thursday. She appreciates the City and District coming together to share information. They talked a lot about gangs and how to stop gang presence in the city and schools. On Saturday she attended the celebration of the West Building. It was bittersweet. The highlight was Sam Matthews talking about the history of the building and the Freshman Class President, Tyler Davis, whose great grandparents and grandparents were Tracy High alumni. She is very excited about the "New West Building". Trustee Swenson also attended the City/Schools Liaison meeting. The Superintendent's Subcommittee for the Tracy Learning Center has been reviewing the MOUs and Facility Use MOU. The Construction

Tech Committee is still looking at numbers. Jim did a great job of emceeing the program. Sam did a superior job of outlining the history. A lot of people were there from prior graduating classes. He commends Denise Wakefield for pursuing the issue of reusing plans which will help facilitate going through the bureaucracy in Sacramento and giving a fast track. It is important to get behind Proposition ID. Trustee Hawkins passed. Trustee Vaughn also attended the demolition on Saturday. He commended Jessica Wakefield for putting on a classy ceremony for the occasion. The ceremony including the Freshman Class President and hearing the history of the building was a building of bridges of the past and present. The highlight was when we let the community know that the cost was only \$13 per \$100,000 of assessed value compared to the original \$20. This showed that the district is going out of our way to be fiscally solvent. Yesterday we visited Weston Ranch High School. We may be able to reuse those plans for the future John Kimball High. They used their budget wisely. Trustee Machado was also at the celebration. He is happy that the building will be used and will take a lot of pressure off of the portables. He has a few meetings left as a board member. He thanked the Board and the administration for being so kind to him while he's been on the Board. They are a great team to work with and very professional. He wished everyone good will in the future. This is a lot harder job than most people realize. Thank you all for making my time pleasurable.

**Superintendent
Report:**

Dr. Franco received an inquiry on the air quality now that the West Building has been demolished. All hazardous materials, including asbestos, were removed prior to the demolition. An extensive work plan was developed. Throughout demolition water was sprayed to minimize dust particles and will continue to be sprayed down throughout construction. The entire area was washed down prior to school on Monday. Prior to this demolition occurring we had to obtain a permit from the San Joaquin Air Quality District. Air monitoring is continuing on a continuous basis to supervise dust levels. Thank you to Anthony, Denise and Casey for working on air quality issues and make sure everything was in place prior to demolition. At the City/Schools Liaison meeting there was discussion about additional school resource officers. The concept of adding a third SRO makes good sense. The Board received the school plan binders. Thank you to Sheila, Carol Woo and the principals for getting this information. On Sunday, we were invited to James Enox High School in Modesto. SWAT squads were there going through an exercise on what would happen if a terror group took over a school. We received good information that we can use for our own school safety plan. This week we kicked off guest speakers with Tracy African American Association, City of Tracy and the District. At West High we heard Lt. Harper speak. At Duncan Russell we had Jeff Drain speak. He related well with the students. Today we had Mr. Wiley at Tracy High who spoke to students about setting goals. Thank you to Tracy African American Association and the City of Tracy. Compliments to the Board on the

demolition and new building. It was the board that had the vision to approve the bond and had the proposal for this plan. They supported the recommendations of the Tracy High Volunteer Study Committee. Congratulations to Jessica Wakefield for organizing the demolition event. The ceremony was artfully done. The Freshman Class President spoke and was quite impressive. It was a good event and a fitting way to end one era and begin another.

8:47 PM
Adjournment.

James Vaughn, Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: James Mousalimas, Assistant Superintendent

DATE: November 3, 2006

SUBJECT: Recognize the Outstanding Employees of the Fall Term for the 2006-07 School Year

BACKGROUND:

Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of one administrator, one classified/confidential representative, two certificated representatives and three classified representatives review the nominations and make the selections. This is the 23rd year the District has been recognizing outstanding employees.

RATIONALE:

The employees, who are recognized by the School Board, have their picture displayed in the District Education Center and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed and one employee in each category is selected as outstanding employee of the year.

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

FUNDING: N/A

RECOMMENDATION:

Recognize Mauricio Verduzco (K-5), Ana Vela-Telles (6-8), and Diana Wing (9-12) as Outstanding Classified employees; Donna Boyd (K-5), Tiger Azama (6-8), and Matt Netto (9-12) as Outstanding Certificated employees; and Janice Bussey as Outstanding Certificated Management employee for the Fall Term of the 2006-07 school year.

Prepared by: James Mousalimas, Assistant Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: October 13, 2006

SUBJECT: Acknowledge Report on Heating, Ventilation, and Air Conditioning Maintenance for October 2006

Background: Tracy Unified School District has a goal of maintaining 98% of all HVAC units operating, and of those units which are not operational, to be repaired within 24 hours. On October 10th, the board authorized \$150,000 to initiate a Heating, Ventilation, Air Conditioning Preventive Maintenance Program.

The attached data shows the efforts of district staff to meet the stated goals.

HVAC Goal 1: On which days in October were 98% of all HVAC units operational?

Yes: The attached graph, entitled 98% Goal Trend, shows that the goal was achieved for every day in October. A level of at least 99.25 was achieved for each date school was in session.

HVAC Goal 2: Were all inoperable units repaired within 24 hours?

No: The supplementary attached sheet, entitled HVAC Units Out of Operation is a snap shot of which HVAC units were not operational on October 30, 2006. This sheet also encompasses the data to answer the question testing HVAC goal 2.

Two classroom units have been inoperable for greater than 24 hours at McKinley Elementary School. These units provide heat, but do not cool. They are scheduled for replacement during the month of November.

One Unit was inoperable for greater than 24 hours at South School. This unit provides heat, but does not cool, and is scheduled for replacement during the month of November.

One unit has been inoperable for greater than 24 hours on the West High gymnasium. Other units in the building maintain cooling and heating, but lack of this unit adds stress to the operable units. The idler pulley will be replaced on November 3, 2006.

Four Swamp Coolers are being added to the Transportation Shop to allow for additional cooling. Installation is scheduled to be completed during the month of November.

Subsidiary Data 1: Were 75 HVAC filters replaced each day?

No: The attached graph, entitled Filters Changed Per Day, shows that the goal was not achieved on 7 of 18 work days in October. The supplementary attached data sheet, entitled Filters Changed (Data) Per Day, shows that on four days the crew was shifted from filter replacement to coil cleaning to facilitate work to be completed by the HVAC Preventive Maintenance crew. [Note: It has been observed that Preventive Maintenance Crew is completing fewer units per day than anticipated. The filter replacement crew has been cleaning coils when possible to help the preventive maintenance crew stay on schedule. This practice will be reviewed in November.] One and a half days were lost as the crew spent the time receiving, inventorying, and storing filters from the filter vendor. [Note: this receiving process takes additional time because there is inadequate storage space. This should be corrected when storage space becomes available at the old maintenance shop on Holly Drive.] Half a day was spent providing the crew with forklift training. Half a day was lost due to failure of the filter truck. [Note: replacement of the truck is being pursued. In the mean time, the crew is borrowing a delivery truck from the warehouse.] One day was lost for each crew member as they were on vacation.

Subsidiary Data 2: Was Preventive Maintenance performed on 15 HVAC units each day?

No: the two member crew has not yet been officially formed. Only one person was working on Preventive Maintenance from October 3 through 7. Two temporary crew members began work on October 11th. The number of daily units maintained by the two member crew has never exceeded 10, nor been less than 3. The units have received no preventive maintenance for approximately ten years. It is thought subsequent work will progress more rapidly once each unit has received preventive maintenance the first time. If the crew completes six units per day, the 1060 units will be completed in 176 days.

To date, Bohn, Poet-Christian, & Delta Island schools are complete. McKinley School is 90% complete, and Williams Middle School will be addressed next.

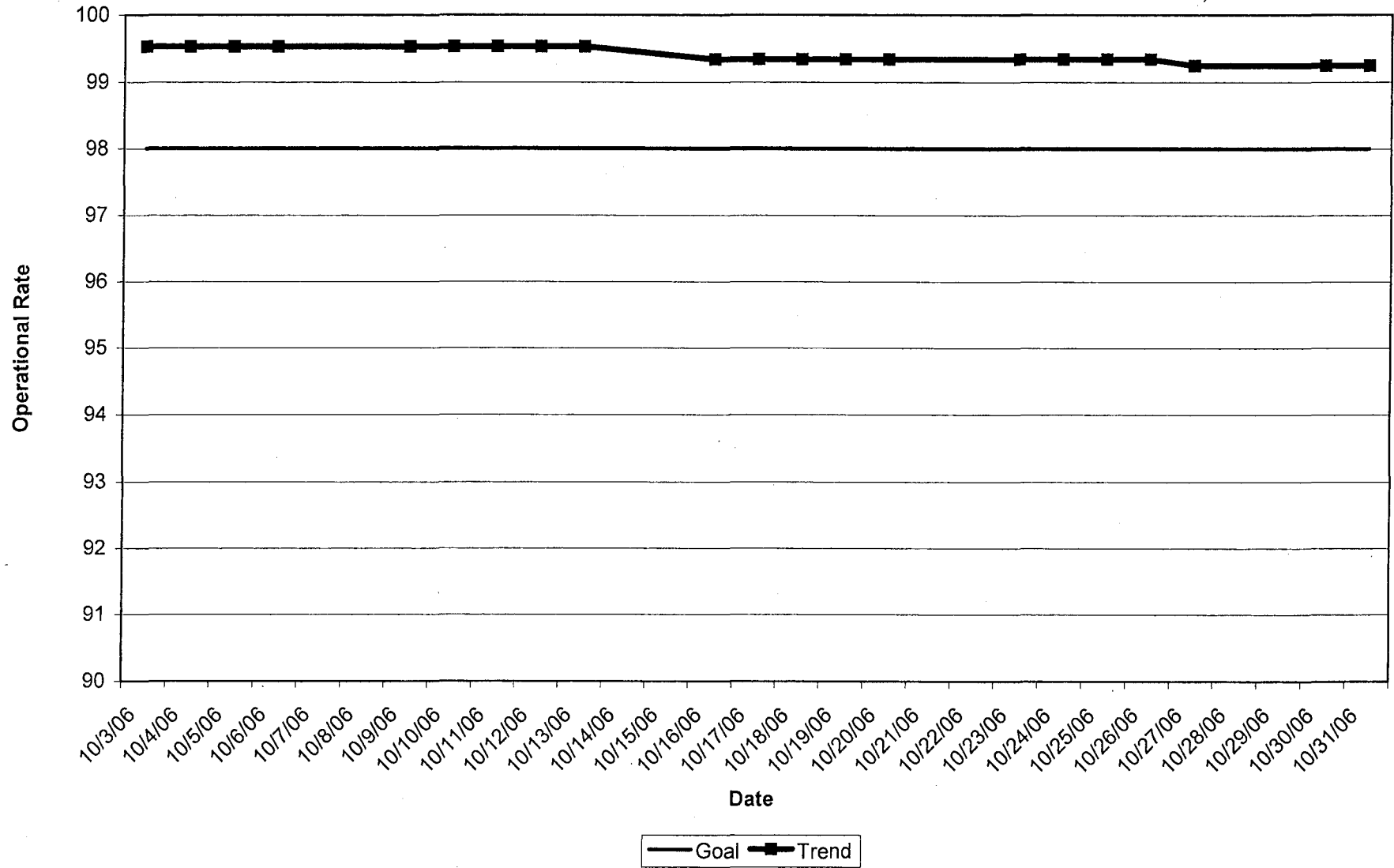
Rationale: The following proposed grounds staffing plans address the issues requested by the Board of Trustees:

Funding: This agenda item is informational only.

Recommendation: Acknowledge Report on Heating, Ventilation, and Air Conditioning Maintenance for October 2006

Prepared by: Casey Goodall, Associate Superintendent for Business Services, and Bill Willner, Director of Building Maintenance

98% Goal Trend



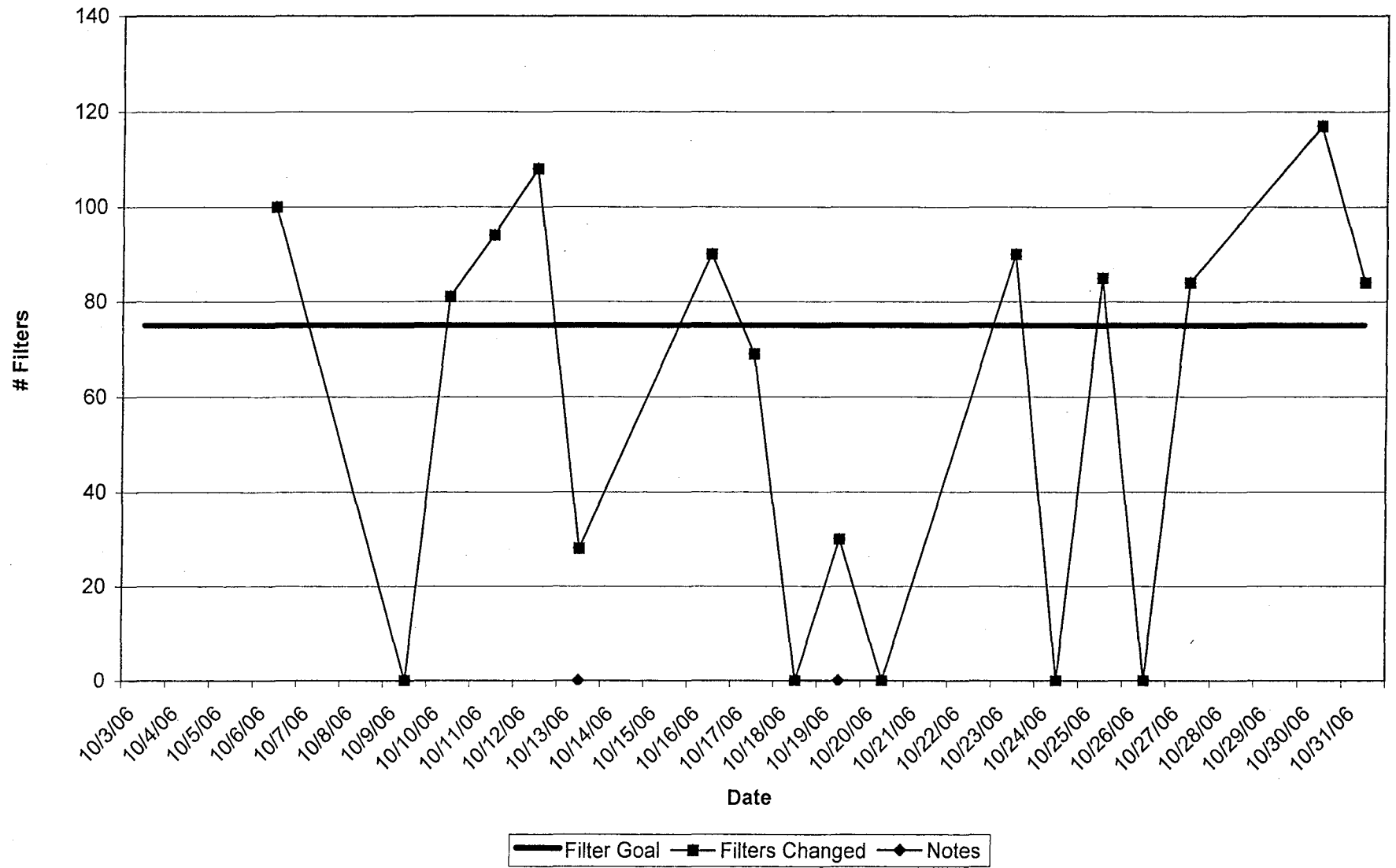
HVAC Units Out of Operation

Date:	30-Oct-06									
Site	# Units Installed	Units Down	Date Unit Reported Out of Operation	Time Unit Reported Out of Operation	Estimated Repair Date	Reason Unit Out of Operation/Status	Parts Ordered? PO#	Status	Notes	
K-5 Sites										
Bohn	31									
Central	32									
Hirsch	39									
Jacobson	39									
McKinley	33	19	16-Oct-06		30-Nov-06	19 - Compressor Out Oct 16.	Replace Unit 19.		Unit heating, but not cooling.	
		15	27-Oct-06		30-Nov-06	15 - Compressor Out Oct 27.	Replace Unit 15.		Unit heating, but not cooling.	
South/West Park	65	19	16-Oct-06		30-Nov-06	19 - Compressor Out Oct 16.	Replace Unit 19		Unit heating, but not cooling.	
Villalovoz	39									
K-8 Sites										
Delta Island	16									
Freiler	50									
Kelly	46									
North	38									
Poet Christian	37									
6-8 Sites										
Monte Vista	53									
Williams	76									
9-12 Sites										
Tracy High School	123									
West High School	170	Gym	1-Jul-06		3-Nov-06		Replace Idler Pulley			
IGCG	26									
George Stein/DR	29									
Duncan Russell/Willow	10									
Other										
Tracy Adult School	8									
DEC	33									
ISSET/IMC	10									
Transportation Portable	1									
Transportation/Maintenance	5	SWMP 1	1-Jul-06			Additional Swamp Coolers not yet installed			Units heating, but not cooling	
		SWMP 2	1-Jul-06			Additional Swamp Coolers not yet installed			Units heating, but not cooling	
		SWMP 3	1-Jul-06			Additional Swamp Coolers not yet installed			Units heating, but not cooling	
		SWMP 4	1-Jul-06			Additional Swamp Coolers not yet installed			Units heating, but not cooling	
Delta College	7									
Clover/TLC	44									
Total Units Installed*	1060									
Total Units Out of Operation		8								
Percent of Units Operating	99.25%									

Note: Total Units installed does not count split systems in all Tech Data rooms throughout the district, window air conditioners, boilers, pumps, water heaters, and zoning controls & components, dampers, bypass dampers, fire dampers and several other related components. List will be updated with new information.

Examples: Hawley Westlake has 1 boiler, 1 pump, 28 zones with hydronic water coils for re-heat of each area independently. Wood shop/crafts area has 4 induct Reznor heaters for re-heat. Driver's Ed has 1 induct Reznor independent re-heat of office. Theater has 4 induct Reznor heaters for back stage, main stage and lobby.

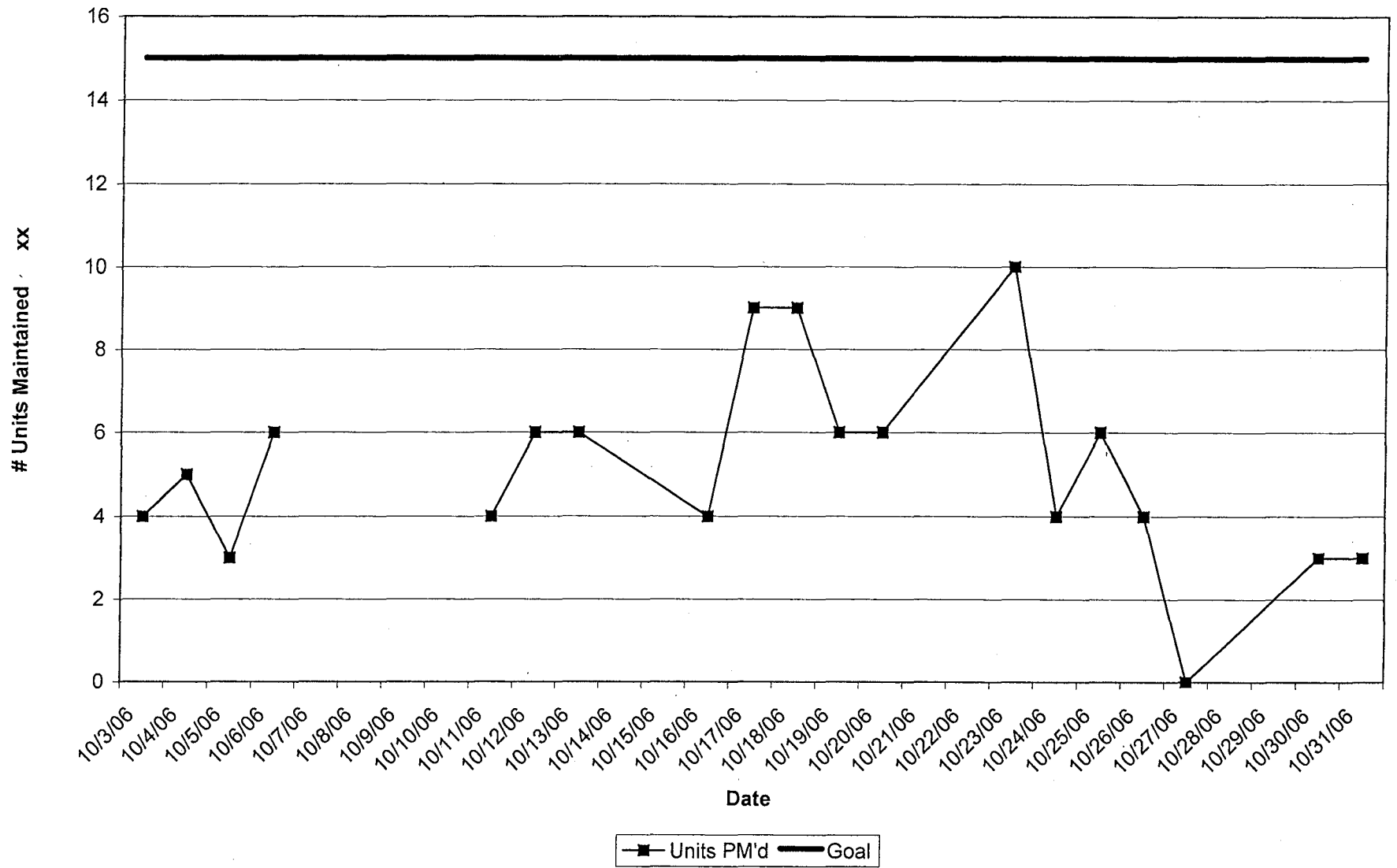
Filters Changed Per Day



Filters Changed (Data) Per Day

Date	Day	Goal	Trend	PM Goal	Units PM'd	Filter Goal	Filters Changed	Notes
3-Oct-06	Tuesday	98	99.53	15	4	75		
4-Oct-06	Wednesday	98	99.53	15	5	75		
5-Oct-06	Thursday	98	99.53	15	3	75		
6-Oct-06	Friday	98	99.53	15	6	75	100	
9-Oct-06	Monday	98	99.53	15		75	0	Cleaned coils
10-Oct-06	Tuesday	98	99.53	15		75	81	
11-Oct-06	Wednesday	98	99.53	15	4	75	94	
12-Oct-06	Thursday	98	99.53	15	6	75	108	
13-Oct-06	Friday	98	99.53	15	6	75	28	Cleaned coils
16-Oct-06	Monday	98	99.34	15	4	75	90	
17-Oct-06	Tuesday	98	99.34	15	9	75	69	
18-Oct-06	Wednesday	98	99.34	15	9	75	0	Truck down, cleaned units
19-Oct-06	Thursday	98	99.34	15	6	75	30	Borrowed Truck, Cleaned coils
20-Oct-06	Friday	98	99.34	15	6	75	0	Vacation
23-Oct-06	Monday	98	99.34	15	10	75	90	
24-Oct-06	Tuesday	98	99.34	15	4	75	0	New filters delivered, forklift training
25-Oct-06	Wednesday	98	99.34	15	6	75	85	
26-Oct-06	Thursday	98	99.34	15		75	0	Additional new filters delivered
27-Oct-06	Friday	98	99.25	15		75	84	
30-Oct-06	Monday	98	99.25	15		75	117	
31-Oct-06	Tuesday	98	99.25	15		75	84	

Units PM'd October 2006





EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: November 1, 2006
Re: Receive Update and Report on High Priority School Grant Program (HPSGP) for Central Elementary and Delta Island School

Background: In May 2006, the Board of Education approved the applications for the High Priority School Grant Program (HPSGP) for Central Elementary and Delta Island School. This grant was approved by the State for both schools. The State has allocated these grants for schools in Decile 1-2 to provide additional funds for school improvement. Under this grant, each site received a \$50,000 Planning Grant to develop a comprehensive program designed to improve student learning and school academic performance. The grant requires an external entity to provide technical assistance. The cost is paid for out of the grant.

Rationale: After developing their comprehensive plan, and submitting their plan for the grant to the State by January 12, 2007, each site could be eligible for up to \$400 per pupil per year for up to four years if they win the grant. This would provide Central with approximately \$180,000 and Delta Island \$66,000 per year. Schools accepting this implementation grant would be subject to the provisions of the Public Schools Accountability Act.

Central Elementary has chosen DataWorks Educational Research to serve as their outside entity in the High Priority Schools Grant application. Delta Island has chosen the Center for Language Minority Education and Research (CLMER) as their outside entity. Both schools have been working with the entity of their choice in the past. This supports Strategic Goal #1, Provide a Relevant and Meaningful Curriculum and Strategic Goal #2, Provide a Quality Learning Environment.

Funding: None

Recommendation: Receive Update and Report on High Priority School Grant Program (HPSGP) for Central Elementary and Delta Island School

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



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
Date: November 7, 2006
Subject: Receive Report on School Resource Officer Program

Background: On July 1, 1999, the District and the City of Tracy implemented a School Resource Officer Program. Two full-time sworn police officers were assigned to the District to provide police services at Tracy High School, West High School, and associated feeder schools. The program was originally funded in part by a COPS grant but now the District and the City of Tracy share the costs of two sworn police officers. The officers address criminal activity on and adjacent to the school campuses and also serve in a role to proactively suppress such activities thus facilitating a safe academic environment. Duties include participating in student and parent conferences, assisting school sites during emergencies, locating runaways, investigating child abuse reports, and assisting school administration in school investigations that involve Penal Code violations.

Rationale: Since 1999, the District's enrollment has grown along with adding new schools to the duties of the School Resource Officers. The increase in enrollment particularly in the high schools calls for the School Resource Officers to spend most of their time on the high school campuses. Issues at middle schools, K-8 schools and elementary schools often have to be delayed until the School Resource Officer finishes duties at the high school. The School Resource Officer program has been highly successful in preventing crime on and near campus and there is a need to continue this high quality of service for students, staff, and parents. This agenda item supports Strategic Goal #4-Develop Responsible Individuals.

Funding: Not applicable

Recommendation: Receive Report on School Resource Officer Program

Prepared by: Rebecca Frame, Director of Student Services and Curriculum



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: November 7, 2006
SUBJECT: Receive Human Resources Department Report for the 2005-2006 School Year

BACKGROUND: The Human Resources Department provides a range of services to the Tracy Unified School District. The services include staff recruitment, hiring, contract negotiations, evaluations, training, credentialing, workers compensation, leaves of absence, etc.

RATIONALE: The Human Resources Department will present an annual report to the Board of Trustees to provide information on the status of the department. The report will focus on the services provided and review previous year's data.

FUNDING: None.

RECOMMENDATION: Receive Human Resources Department Report for the 2005-2006 School Year

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



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: November 3, 2006

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

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

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

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

This agenda item meets Strategic Goal #8 – Provide Modern and Safe Facilities

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Assistant Superintendent of Business Services

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

A. Vendor: Pyro Corporation Industries
Site: TUSD Fire Extinguishers
Item: Request for Qualifications (RFQ) - Ratify
Services: The RFQ involved service and maintenance of fire extinguishers and new extinguishers throughout the Tracy Unified School District. The number of fire extinguishers to be serviced is known and was included in the RFQ. The number of old extinguishers that need replacement is not known. The number of existing extinguishers over 5 lbs. that will need to be switched to a new 5 lb. extinguisher is approximately known and will be used in the awarding criteria.
Cost: \$17,633.00
Project Funding: Maintenance/Environmental Compliance/Transportation/Food Services Fund

B. Vendor: Midnight Sun Inspections
Site: Delta Island School - Fire Alarm System
Item: Agreement - Ratify
Services: Inspection services and reports for the installation of the new fire alarm system at Delta Island School.
Cost: \$3,780.00
Project Funding: Deferred Maintenance / Williams Act Fund

C. Vendor: California Landscape Services
Site: West High School – Irrigation System
Item: Proposal - Ratify
Services: Contractor to prepare site for hydro-seed, install drains, tie new irrigation into existing line and fix existing main water line leak.
Cost: \$14,895.00
Project Funding: Unrestricted Facility Fund

D. Vendor: School Specialty
Site: Tracy Learning Center (Clover Campus) – State Relocatables
Item: Notice of Completion
Services: Carpet replacement for seven state relocatable classrooms.
Original Contract: \$21,652.95 Change Order: \$0.00 Total Amount: \$21,652.95
Completion Date: June 20, 2006
Project Funding: Deferred Maintenance / Reimbursement from West Contra Costa Unified School District, Richmond School District, Ceres School District and Davis Unified School District

E. Vendor: School Specialty
Site: Art Freiler School – State Relocatables
Item: Notice of Completion
Services: Carpet replacement for two state relocatable classrooms.
Original Contract: \$6,218.75 Change Order: \$0.00 Total Amount: \$6,218.75
Completion Date: June 22, 2006
Project Funding: Deferred Maintenance / Reimbursement from Mark West Union, Santa Rosa

F. Vendor: School Specialty
Site: Jacobson Elementary School
Item: Notice of Completion
Services: Carpet replacement for administration building, kindergarten classrooms, Rooms 4-7, Library, Computer Lab and Rooms 14-19.
Original Contract: \$43,777.60 Change Order: \$0.00 Total Amount: \$43,777.60
Completion Date: September 15, 2006
Project Funding: Deferred Maintenance

G. Vendor: School Specialty
Site: George Kelly Elementary School – State Relocatables
Item: Notice of Completion
Services: Carpet replacement in four state relocatable classrooms.
Original Contract: \$12,437.50 Change Order: \$0.00 Total Amount: \$12,437.50
Completion Date: June 27, 2006
Project Funding: Deferred Maintenance

H. Vendor: School Specialty
Site: Williams Middle School – State Relocatables
Item: Notice of Completion
Services: Carpet replacement in six state relocatable classrooms.
Original Contract: \$18,656.25 Change Order: \$0.00 Total Amount: \$18,656.25
Completion Date: July 11, 2006
Project Funding: Deferred Maintenance / Reimbursement from West Contra Costa Unified School District

I. Vendor: School Specialty
Site: West High School – State Relocatables
Item: Notice of Completion
Services: Carpet replacement in five state relocatable classrooms.
Original Contract: \$16,082.35 Change Order: \$0.00 Total Amount: \$16,082.35
Completion Date: July 27, 2006
Project Funding: Deferred Maintenance

J. Vendor: Bockmon & Woody Electric
Site: North School – San Joaquin First 5 Daycare
Item: Notice of Completion
Services: Provide electrical, low voltage, plumbing and site work for portable daycare facility.
Original Contract: \$0.00 Change Order: \$0.00 Total Amount: \$0.00
Completion Date: September 29, 2006
Project Funding: Unrestricted Facility Fund/Reimbursement from First 5 of San Joaquin

K. Vendor: AM Stephens Construction Company
Site: West High School – Science/Restroom/Tennis Courts
Item: Notice of Completion
Services: Provide electrical, low voltage, plumbing and site work for one science classroom and restroom building and the installation of eight new tennis courts.
Original Contract: \$548,975.00 Change Order: \$5,369.58 Total Amount: \$554,344.58
Completion Date: October 13, 2006
Project Funding: Unrestricted Facility Fund/SSBF

L. Vendor: Gowan Construction Company, Inc.
Site: Hirsch School – Sink Installation State Relocatable
Item: Notice of Completion
Services: Install one sink cabinet in recently placed state relocatable classroom.
Original Contract: \$19,199.00 Change Order: \$0.00 Total Amount: \$19,199.00
Completion Date: November 3, 2006
Project Funding: Developer/SSBF/School Site Funding



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: November 3, 2006

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

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

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

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

This agenda item meets Strategic Goal #8 – Provide Modern and Safe Facilities

FUNDING: Per attached summary of requisitions.

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

Prepared by: Casey Goodall, Assistant Superintendent of Business Services

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

A. Vendor:	Warren Land Surveying, Inc.
Site:	West High School – New Stadium and Pool
Item:	Proposal - Ratify
Services:	Surveying services to provide a topographic survey and to locate existing underground utilities.
Cost:	\$14,500.00
Project Funding:	Local Bond Funds and State School Building Fund (SSBF)



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent

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

DATE: November 1, 2006

SUBJECT: Approve Monthly Budget Adjustment Report

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

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

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

FUND	APPROVED OBJECT	DESCRIPTION	07/24/2006 ADOPTED BUDGET	10/01/2006 REVISED BUDGET	BUDGET ADJUSTMENTS	10/31/2006 REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,825,790.00	49,026,033.00	291,247.00	49,317,280.00
	1200	CERT PUPIL SUPPORT SALARIES	2,283,590.00	2,295,028.00	.00	2,295,028.00
	1300	CERT SUPRVSRs' & ADMINS' SAL	4,368,840.00	4,293,886.00	4,750.00	4,298,636.00
	1900	OTHER CERTIFICATED SALARIES	998,932.00	1,024,777.00	81,244.00	1,106,021.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,415,573.00	3,454,664.00	3,890.00	3,458,554.00
	2200	CLASSIFIED SUPPORT SALARIES	6,293,838.00	6,296,034.10	41,956.64	6,337,990.74
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,241,344.00	1,260,474.00	.00	1,260,474.00
	2400	CLERICAL & OFFICE SALARIES	4,204,793.00	4,223,440.40	13,946.66	4,237,387.06
	2900	OTHER CLASSIFIED SALARIES	456,527.00	461,414.00	2,625.00	464,039.00
	3101	STRS ON 1000 SALARIES	4,652,965.00	4,660,668.00	31,867.00	4,692,535.00
	3102	STRS ON 2000 SALARIES	6,863.00	6,870.00	.00	6,870.00
	3201	PERS ON 1000 SALARIES	17,187.00	17,403.00	6.00	17,409.00
	3202	PERS ON 2000 SALARIES	1,340,731.00	1,350,050.00	4,046.00	1,354,096.00
	3311	OASDI ON 1000 SALARIES	29,357.00	29,638.00	258.00	29,896.00
	3312	OASDI ON 2000 SALARIES	843,372.00	848,841.00	3,603.00	852,444.00
	3321	FICA-MED ON 1000 SALARIES	712,788.00	714,744.00	4,615.00	719,359.00
	3322	FICA-MED ON 2000 SALARIES	209,238.00	210,281.40	973.00	211,254.40
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	1,605.00	371.00	1,976.00
	3332	ALTER. RETIREMENT ON 2000 SAL	31,742.00	32,265.70	752.00	33,017.70
	3411	HEALTH & WELFARE ON 1000 SALS	7,675,311.00	7,674,201.00	28,749.00	7,702,950.00
	3412	HEALTH & WELFARE ON 2000 SALS	3,030,281.00	3,054,959.00	.00	3,054,959.00
	3501	STATE UNEMPLOY ON 1000 SALARY	28,246.00	28,341.00	230.00	28,571.00
	3502	STATE UNEMPLOY ON 2000 SALARY	7,839.00	7,925.90	56.00	7,981.90
	3601	WORKER'S COMP INS ON 1000 SAL	1,524,713.00	1,528,054.00	10,957.00	1,539,011.00
	3602	WORKER'S COMP INS ON 2000 SAL	422,611.00	424,827.00	1,796.00	426,623.00
	3711	H & W CURRENT RETIREES ON 1000	609,198.00	609,198.00	.00	609,198.00
	3712	H & W CURRENT RETIREES ON 2000	381,449.00	381,449.00	.00	381,449.00
	3801	PERS REDUCTION ON 1000 SALARY	7,339.00	7,339.00	.00	7,339.00
	3802	PERS REDUCTION ON 2000 SALARY	438,373.00	446,857.00	1,598.00	448,455.00
	3911	TAXABLE FRINGE BEN ON 1000 SAL	6,000.00	6,000.00	.00	6,000.00
	3912	TAXABLE FRINGE BEN ON 2000 SAL	4,000.00	4,000.00	.00	4,000.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	1,001,556.00	1,080,950.00	8,474.00	1,089,424.00
	4200	BOOKS OTHER THAN TEXTBOOKS	168,862.00	208,807.00	14,958.00	223,765.00
	4300	MATERIALS & SUPPLIES	5,669,002.00	9,161,270.00	-182,515.35	8,978,754.65
	4400	NON-CAPITALIZED EQUIPMENT	426,879.00	1,248,196.00	120,340.00	1,368,536.00
	5200	TRAVEL & CONFERENCES	202,162.00	238,127.00	61,011.00	299,138.00
	5300	DUES & MEMBERSHIPS	32,283.00	46,844.00	1,997.00	48,841.00
	5400	INSURANCE	459,109.00	499,109.00	.00	499,109.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	2,479,588.00	2,489,489.55	3,231.35	2,492,720.90
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	717,635.00	795,069.00	27,591.00	822,660.00
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	-706.00	706.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	.00	2,463.00	712.00	3,175.00
	5800	OTHER SVCS & OPER EXPENDITURES	3,025,225.00	3,721,162.00	230,903.00	3,952,065.00
	5900	INTERGOVERNMENTAL FEES	598,052.00	607,071.00	1,490.00	608,561.00
	6170	LAND IMPROVEMENTS	36,000.00	53,749.00	.00	53,749.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	1,518,371.00	773,404.00	186.00	773,590.00
	6400	EQUIPMENT	118,000.00	118,000.00	-186.00	117,814.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00

FCR270
BUDGET ADJUSTMENTS-OCTOBER

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 10/01/2006 TO DATE 10/31/2006

#J6685

PAGE: 2
11/01/2006

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

APPROVED			07/24/2006	10/01/2006	BUDGET	10/31/2006
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	303,609.00	303,609.00	.00	303,609.00
	7280	TRANS TO CHARTERS IN LIEU PROP	977,617.00	977,617.00	.00	977,617.00
	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-200,724.00	-200,724.00	.00	-200,724.00
	7380	TRANSFERS OF DIR SUPP-INTERFND	-59,500.00	.00	.00	.00
	7438	DEBT SERVICE - INTEREST	17,561.00	17,561.00	.00	17,561.00
	7439	DEBT SERVICE - PRINCIPAL	90,777.00	133,761.00	.00	133,761.00
	7612	BETWEEN GEN FND & SP RSRVE FND	28,700.00	28,700.00	.00	28,700.00
	7613	ST SCH BLD FND OTH FND OF DIST	.00	472,051.00	.00	472,051.00
	7615	FROM GEN/SPC/BLDG TO DEF MAINT	561,716.00	561,716.00	115,400.00	677,116.00
	7619	OTHER AUTH INTRFND TRANSFRS OUT	59,292.00	59,292.00	.00	59,292.00
TOTAL EXPENSE			112,343,102.00	117,820,355.05	933,834.30	118,754,189.35

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

APPROVED			07/24/2006	10/01/2006	BUDGET	10/31/2006
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	65,397,936.00	65,397,936.00	.00	65,397,936.00
	8019	REVENUE LIMIT ST AID-PRIOR YRS	.00	155,879.00	-155,879.00	.00
	8021	HOME OWNERS EXEMPTION	129,463.00	129,463.00	.00	129,463.00
	8040	COUNTY & DISTRICT TAXES	19,744,207.00	19,744,207.00	.00	19,744,207.00
	8042	UNSECURED ROLL TAXES	658,702.00	658,702.00	.00	658,702.00
	8043	PRIOR YEARS' TAXES	59,656.00	59,656.00	.00	59,656.00
	8044	SUPPLEMENTAL TAXES	134,169.00	134,169.00	.00	134,169.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	6,641,534.00	6,641,534.00	.00	6,641,534.00
	8091	REVENUE LIMIT TRANSFERS	1.00	1.00	.00	1.00
	8092	PERS REDUCTION TRANSFER	463,803.00	463,803.00	.00	463,803.00
	8181	SP ED-ENTITLEMENT	2,051,302.00	2,051,302.00	.00	2,051,302.00
	8182	SP ED-DISCRETIONARY GRANTS	255,850.00	255,850.00	.00	255,850.00
	8290	ALL OTHER FEDERAL REVENUES	1,678,512.00	1,981,396.00	96,197.00	2,077,593.00
	8311	OTH ST APPORTIONMENTS-CURR YR	1,569,968.00	1,818,102.00	8,112.00	1,826,214.00
	8434	CLASS SIZE REDUCTION K-3	3,121,206.00	3,121,206.00	.00	3,121,206.00
	8550	MANDATED COST REIMBURSEMENTS	.00	.00	.00	.00
	8560	STATE LOTTERY REVENUE	2,172,388.00	2,172,388.00	28,672.00	2,201,060.00
	8590	ALL OTHER STATE REVENUES	4,372,863.00	4,911,809.00	270,622.00	5,182,431.00
	8660	INTEREST	500,000.00	700,000.00	.00	700,000.00
	8675	TRANSPORTATION FEES FROM INDIV	55,000.00	55,000.00	.00	55,000.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	1,104,516.00	1,128,528.00	953.00	1,129,481.00
	8689	ALL OTHER FEES & CONTRACTS	28,700.00	28,700.00	.00	28,700.00
	8699	ALL OTHER LOCAL REVENUES	1,635,073.00	1,787,885.05	148,542.30	1,936,427.35
	8792	TRANS OF APPORTION FROM CO OFF	3,464,525.00	3,463,835.00	1,021.00	3,464,856.00
	8919	OTH AUTH INTERFUND TRANS IN	523,000.00	381,150.00	.00	381,150.00
	8972	PROCEEDS FROM CAPITAL LEASES	.00	183,022.00	.00	183,022.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			115,762,374.00	117,425,523.05	398,240.30	117,823,763.35

FCR270
BUDGET ADJUSTMENTS-OCTOBER

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
BUDGET ADJUSTMENT REPORT
FROM DATE 10/01/2006 TO DATE 10/31/2006

#J6685

PAGE: 4
11/01/2006

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 07

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	10/01/2006 REVISED BALANCE	ADJUSTMENTS	10/31/2006 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	.00	.00	.00	.00
	9790	UNDESIGNATED/UNAPPROPRIATED	-9,645,799.35	-5,831,695.35	535,594.00	-5,296,101.35
	9791	BEGINNING BALANCE	-9,791,342.35	-9,791,342.35	.00	-9,791,342.35
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	13,210,614.35	9,396,510.35	-535,594.00	8,860,916.35
	9799	K12 NET GAIN OR LOSS	.00	394,832.00	535,594.00	930,426.00



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent

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

Date: November 1, 2006

Subject: Approve Revolving Cash Fund Reports (October, 2006)

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

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

Funding: N/A.

Recommendation: Approve Revolving Cash Fund Reports (October, 2006).

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

Tracy Unified School District
REVOLVING CASH FUND
October 2006

Date	Num	Name	Memo	Paid Amount
10/2/2006	7818	ACSA REGION VII	REG/ FRANCO, PEDERSON, WAKEFIELD, E...	
			01-00000-0-0000-7150-5200-800-1001	-152.00
TOTAL				-152.00
10/6/2006	7819	SAN JOAQUIN COUNTY ENVIRONME...	FEE	
			13-5310-0-0000-300-5800-800-9802	-285.00
TOTAL				-285.00
10/9/2006	7820	UC REGENTS	11 BOOKS	
			01-6500-0-5770-1110-4200-800-2583	-586.08
TOTAL				-586.08
10/11/2006	7821	SJ DELTA COLLEGE	ENTRY FEES 3/22	
			01-0000-0-1110-1000-5800-800-2082	-160.00
TOTAL				-160.00
10/11/2006	7822	SAN BERNARDINO CTY SUP OF SCH...	MEYER/OCT 18/CONF	
			01-0000-0-1110-1000-5200-800-1019	-55.00
TOTAL				-55.00
10/12/2006	7823	WEST VALLEY BOWL	BOWLING PO 70138	
			01-2430-0-3550-1000-5800-510-2201	-160.00
TOTAL				-160.00
10/13/2006	7824	SCHOLASTIC SPORTS	AD	
			11-6390-0-4150-2700-5800-560-2882	-49.00
TOTAL				-49.00
10/17/2006	7825	SAN JOAQUIN DELTA COLLEGE	TESTING	
			01-7230-0-1110-3600-5800-800-9702	-250.00
TOTAL				-250.00
10/19/2006	7826	BUREAU OF FIRE PREVENTION	INSPECTION	
			01-0015-0-7110-1000-5800-800-2724	-125.00
TOTAL				-125.00
10/23/2006	7827	LINDA MOOD BELL	PATTERSON/OCT 26/CONF FEE	
			01-7090-0-1110-1000-5200-170-4104	-679.00
TOTAL				-679.00

Tracy Unified School District
REVOLVING CASH FUND
October 2006

Date	Num	Name	Memo	Paid Amount
10/23/2006	7828	HILTON	PATTERSON/OCT 26/HOTEL 2N	
			01-7090-0-1110-1000-5200-170-4104	-425.02
TOTAL				-425.02
10/23/2006	7829	SIAM CAFE	BOARD DINNER 10/24 PO70296	
			01-0000-0-0000-7110-4300-800-1101	-87.50
TOTAL				-87.50
10/25/2006	7830	TRACY TOYOTA & JESUS RENTERIA	CLAIM SETTLEMENT	
			01-0000-0-0000-7200-5800-800-9112	-786.96
TOTAL				-786.96
10/27/2006	7831	NEWSPAPER AGENCY	AD REPLACE 7727 LOST	
			01-0000-0-0000-7400-5811-800-8002	-810.92
TOTAL				-810.92



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Dr. Casey Goodall, Assoc. Superintendent of Business Services
Date: November 1, 2006
Subject: Approve Accounts Payable Warrants (October, 2006)

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

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

Funding: N/A.

Recommendation: Approve Accounts Payable Warrants (October, 2006).

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



BUSINESS SERVICES MEMORANDUM

TO: James C. Franco, Superintendent

FROM: C. Goodall, Assistant Superintendent for Business

DATE: October 27, 2006

SUBJECT: Accept Donations

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, supplies, and/or equipment are to be considered for acceptance as donations:

1. Tracy Unified School District/Tracy Adult School/T.A.R.P. (Tracy Adult Resource Program): From: the following individuals: (all donations are check or cash)
 - a. Luciene Martin, 355 W. Grantline Road, #242, Tracy, CA 95376. \$600.00 (check no. 2620)
 - b. Jeanne Morando, 1202 McClellan Way, Stockton, CA 95207. \$1,000.00 (check no. 6916)
 - c. Judy Mizuno, 1190 Dronero Way, Tracy, CA 95376. \$25.00 (check no. 1334)
 - d. Bette Gianelli, 2223 Lakeside Avenue, Stockton, CA 95204. \$50.00 (check no. 1660)
 - e. Sangita Patel, 28094 Treehouse Lane, Tracy, CA 95304. \$50.00 (check no. 3071).

The entire staff and student body of Tracy Adult School and the Tracy Adult Resource Program wish to thank the very dedicated and generous individuals mentioned above for their continued support and donations.

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.

1/2

Accept Donations (continued)

RE: Board Meeting: November 14, 2006

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/re-cycling. 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 Development Departments 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 these donations with the sincere thanks and appreciation of the entire Tracy Unified School District.

Prepared by: Catherine Lyons, Administrative Assistant to the
Associate Superintendent for Business Services.



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~XX~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: November 1, 2006
Subject: Approve Service Agreement with aha! Process Inc. for Dr. Paul Slocumb to Present at the Staff Development Buy-Back Day on Wednesday January 31, 2007.

Background: Paul Slocumb presented the workshop "Framework for Understanding Poverty" at the February 2006 Buy-Back Day for teachers. Dr. Slocumb will present this second day workshop entitled "Learning Structures" as a follow up to the previous training. Dr. Slocumb has been a professional educator since 1966. He has been a teacher, a site administrator, a curriculum director, a deputy superintendent for curriculum and instruction and he has taught graduate courses for the gifted and talented. Dr. Slocumb is a co-author of *Removing the Mask: Giftedness in Poverty*. There is a need for ongoing training and staff development for teachers.

Rationale: Teachers will increase their understanding of the culture of poverty and learn effective strategies to build cognitive capacity and speed the learning process for our struggling students. Topics include: developing cognitive learning structures and emotional resources, building mental models, identifying payoffs for learning, developing question-making and labeling and sorting strategies that use patterns. This meets Strategic Goal #1 – Providing a Relevant and Meaningful Curriculum and Goal #2 – Providing a Quality Learning Environment.

Funding: The cost for the presenter is a flat rate of \$3655.00. \$10.00 per participant for materials is required for the training not to exceed a total of \$2000.00. Funding will come from District Title II funds.

Recommendation: Approve Service Agreement with aha! Process Inc. for Dr. Paul Slocumb to Present at the Staff Development Buy-Back Day on Wednesday January 31, 2007.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and aha Process, 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: Dr. Paul Slocumb will provide a one day workshop for teachers on the January 31, 2007 Staff Development Buy-Back Day on Learning Structures.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 (DAY(s)) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location Tracy Unified School District
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ \$3655.00 per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$. 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 invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 15, 2007, and shall terminate on February 1,, 2007.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no

responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

Date

Title

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



CONTRACT FOR CONSULTING SERVICES

This contract is an understanding and agreement between **aha! Process, Inc.** and Tracy Unified School District regarding a workshop/training program.

CONSULTANT: Dr. Paul Slocumb

WORKSHOP ID: PDS013107

CLIENT: Tracy Unified School District

CLIENT CONTACT: Shelia Harrison

DATE: January 31, 2007

TIME: 8:30 a.m. to 3:30 p.m.
Timeframes different than those specified must be approved

CONSULTING SERVICE: Day Two Workshop
Learning Structures

AUDIENCE SIZE: Not to exceed 200 participants

FEES AND EXPENSES: FLAT RATE
\$3,655.00 (Three Thousand Six Hundred Fifty Five Dollars)

MATERIAL REQUIREMENT: *Understanding Learning: the How, the Why, the What* book and *Learning Structures* workbook must be purchased for \$10.00 per set for each person participating the *Learning Structures* workshop.

VIDEOTAPING/AUDIOTAPING: Videotaping is not allowed; audio taping by an individual for personal use, but not for commercial use, is permitted.

COPYRIGHTED MATERIAL: **aha! Process, Inc.** retains all the rights and privileges associated with their copyrighted materials, books, and intellectual property related to this workshop.

LIMITATION OF LIABILITY: **aha! Process, Inc.** reserves the right to provide an alternate Consultant if the designated Consultant is unavailable for any reason. In no event will **aha! Process, Inc.** or the Consultant be responsible for any costs or expenses incurred by Client with respect to any workshop, or the cancellation or rescheduling of

PDS013107

any workshop, even if such costs or expenses were foreseeable. The liability of **aha!** Process, Inc. and the Consultant hereunder is limited in all circumstances to such portion of the daily fee (\$3,655.00 Flat Rate) as is actually paid by Client hereunder, if the workshop is cancelled due to the inability of the Consultant to present the workshop because of illness or travel delays, there will be no charge to the Client, and neither **aha!** Process, Inc. nor the Consultant will be liable for any other actual, incidental or consequential damages. Neither **aha!** Process, Inc. nor the Consultant will be liable for failure to perform any of its obligations hereunder if such performance is delayed or prevented by matters outside of its reasonable control, including without limitation weather conditions, travel delay or cancellation, power outages, strikes or labor actions, illness or Acts of God. In any such event, **aha!** Process, Inc. and the Consultant will use reasonable efforts to provide advance notice to Client, to minimize or recover expenses which Client is required to reimburse to **aha!** Process, Inc. or Consultant hereunder with respect to any portion of the workshop which is delayed or cancelled and to reschedule the workshop to a mutually convenient date.

CANCELLATION FEE:

If the contract is not received 60 days prior to the workshop, the workshop is cancelled. If the contract is cancelled 60 days or less prior to the workshop, payment will be required for any travel expense already incurred by the consultant.

PAYMENT:

Due to **aha!** Process, Inc. within 30 days from date of invoice after workshop.

Cynthia Barrientes
aha! Representative Signature

8/30/06
Date

Client Signature

Date

Purchase Order #:



Paul D. Slocumb, Ed.D.

of Pearland, Texas, has been a professional educator since 1966. He has been a teacher, a campus administrator, an instructional supervisor, a curriculum director, a deputy superintendent for curriculum and instruction, and has done adjunct teaching at the graduate level for over 14 years.

He has a B.A. degree from the University of Houston, a Master's degree from the Sam Houston University, and a doctorate in education from the University of Houston, University Park. Dr. Slocumb currently is writing and consulting full-time for aha! Process, Inc.. He provides training on a range of topics in identifying gifted students from poverty, gifted education, and *A Framework for Understanding Poverty* by Dr. Ruby Payne. Paul is co-author of *Removing the Mask: Giftedness in Poverty* with Dr. Ruby Payne from aha! Process, Inc. Based on this book, he provides training on identifying and serving gifted students from poverty, as well as a range of other topics in gifted education.

Dr. Slocumb's latest book is *Hear Our Cry: Boys in Crisis*.



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services
Date: October 30, 2006
Subject: Ratify Service Agreement for the Center for Language Minority Education and Research (CLMER) from California State University, Long Beach to Serve as the Outside Entity for Delta Island School in the High Priority Schools Grant (HPSGP) Application.

BACKGROUND: The state has allocated funds for schools in Deciles 1-2 to provide additional funds for school improvement under the High Priority Schools Grant Program (HPSGP). Delta Island School is eligible to apply for this grant. One requirement of this grant is that the school works with an outside entity to assess the school and develop the plan for improvement. The cost of this is covered by the \$50,000 planning grant that was applied for and received by the District in May 2006. Delta Island School has worked with CLMER over the past two years. During this first planning year, CLMER will provide classroom observations, focus meetings with teachers, students, parents and administrators and participate in an Action Plan Writing Team process. The results of the comprehensive school review process include the following: a data driven report of findings, a focused action plan for improving student achievement that will be included as the grant proposal, support and guidance on the action plan implementation and on-going support and coaching of instructional practices for teachers. The high priority schools grant is a three year grant that will provide approximately \$66,000 per year for three years beginning with the 2007/08 school year. This agenda item needs to be ratified due to the deadline for submitting the grant proposal and completing the work with the outside entity, CLMER.

RATIONALE: The High Priority Schools Grant (HPSGP) requires that schools contract with an outside entity to assist them in evaluating the school and developing improvement plans. CLMER has worked with other schools on similar grants and has the knowledge and experience to assist Delta Island School in this process. This supports Strategic Goals #1 (Relevant and Meaningful Curriculum) and Strategic Goal #2 (Quality and Effective Learning Environment).

FUNDING: Not to exceed \$30,000, paid by the HPSG Planning Grant

RECOMMENDATION: Ratify and Approve Service Agreement for the Center for Language Minority Education and Research (CLMER) from California State University, Long Beach to Serve as the Outside Entity for Delta Island School in the High Priority Schools Grant (HPSGP) Application.

Prepared by: Ramona Soto, Principal Delta Island School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Center for Language Minority Education and Research/ CSULB Foundation hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties perform as the external entity providing technical assistance to develop School Plan for High Priority School Grant
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of HOURS/DAY(s) 56 (circle one), under the terms of this agreement at the following location: Delta Island School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 30,000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 30,000 . 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 \$ for the term of the 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 30th, 2006, and shall terminate on June 30th, 2007.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3306 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:

CLMER/CSULB

Consultant Signature (1)

Social Security Number (2)/Tax ID #

Date

Title

1250 Bellflower Blvd., ED1, Rm. 18

Address & Phone #

Long Beach, CA 90840-2201

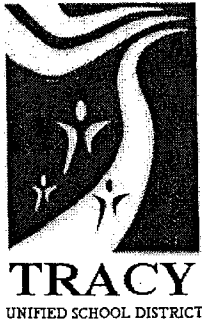
Phone: (562) 985-5806 or Fax: (562) 985-4528

Tracy Unified School District
Date
Title
Account Number to be Charged
Department/Site Approval
Budget Approval
Date Approved by the Board

Send all copies to the Business Office:

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

REF: G:\clyons\Forms\Contract Services Agreement 7 02.doc



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 18, 2006
SUBJECT: Ratify Payment to Parent for Transportation and Lodging

BACKGROUND: A student with special needs was placed at Devereux Non-Public School in Texas beginning in September 2005 by the IEP Team. The district is responsible for reimbursing parents up to \$1500 for transportation, meals and lodging costs. Ratification is necessary because an IEP decision was made previous to the board meeting, and the parent needed to submit all receipts subsequent to travel.

RATIONALE: Less restrictive settings were either not appropriate or not available. Districts must offer a continuum of services, including nonpublic school, to students with exceptional needs. Less restrictive placements have not been effective in meeting this student's needs. This placement meets Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Transportation, meals and lodging reimbursement were specified in the IEP not to exceed \$1500 for the 2005-2006 school year. The invoices for expenses total \$1471.09.

Funding for Nonpublic School tuition is built into our 602 revenue base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic tuition funds are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Payment to Parent for Transportation and Lodging

Prepared by: Nancy E. Hopple, Director of Special Education

INVOICE

To: Tracy Joint Unified School District
C/O: Nancy Hopple, Director of Special Education

Please pay _____ in reimbursement for expenses for the following:

Lodging:	\$466.00
Transportation Reimbursement: air fare	\$913.40
Rental Car:	\$91.69
Total:	\$1471.09

Tracy, CA 95376



EDUCATIONAL SERVICES MEMORANDUM

TO: ☒ Dr. James Franco, Superintendent
FROM: ☒ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ☒ November 1, 2006
SUBJECT: **Ratify Master Contract and Individual Services Agreements with Devereux Texas Treatment Network**

BACKGROUND: Last year, a student with severe emotional, behavioral and academic needs was placed by the IEP team in a residential treatment facility located in the state of Texas. Due to the child's lack of progress in the residential facility in Utah, the IEP team determined that an alternative residential setting was needed. The most appropriate residential facility was available only out-of-state. Ratification of the master contract and ISA is necessary because the IEP team has already determined that this placement is vital to the continued development of this student.

RATIONALE: Districts must offer a continuum of services, including nonpublic schools, to students with exceptional needs. In the case of residential placements, county mental health pays the residential and mental health costs, while districts pay the educational costs. Less restrictive placements have not been effective in meeting this student's needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: Contract expenses for the 2006-2007 school year include 250 days. Per Diem costs for education are \$122.27 for a total of \$30,567.50. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1110-5800-800-2542.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreements with Devereux Texas Treatment Network

Prepared by: Nancy E. Hopple, Director of Special Education

TRACY JOINT UNIFIED SCHOOL DISTRICT
CONTRACT YEAR 2006 - 2007

AGREEMENT FOR NONPUBLIC SCHOOL SERVICES
MASTER CONTRACT AND INDIVIDUAL SERVICES AGREEMENT

This Master Contract and Individual Services Agreement is made and entered into this **first day of July, 2006** between Tracy Joint Unified School District (Public education agency), county of San Joaquin, herein after referred to as the "LEA," and Nonpublic Agency, **Devereux Texas Treatment Network** hereinafter referred to as "CONTRACTOR" for the purpose of consultant or special services to be performed for _____ under the authorization of Education Code Sections 56157, and 56365-56366.5.

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

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 Services 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 Services 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 facsimile or mail.

Notices mailed to LEA shall be addressed to:

Nancy E. Flynn
Director of Special Education
Tracy Joint Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
(209) 830-3270
(209) 830-3274 FAX

Notices to CONTRACTOR shall be addressed to:

Ms. Penny Milner, Contract Specialist
Devereux Texas Treatment Network
1150 Devereux Drive
League City, Texas 77573
(281) 554-7447
(281) 316-5433

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. DISPUTES

Disagreements between LEA and CONTRACTOR concerning the meaning, requirements, or performance of this contract shall be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction when the County Superintendent is a party to the contract. The County Superintendent, or the State Superintendent, or his/her designee, shall render a decision in writing which shall be binding upon the parties.

4. SUBCONTRACT AND ASSIGNMENT

This contract binds the successors, assignees, agents, and representatives of CONTRACTOR. CONTRACTOR assures LEA that subcontractors providing educational instruction or services shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between Contractor and LEA. The CONTRACTOR shall send written notice of insurance cancellation to the LEA at least 30 days prior to cancellation.

CONTRACTOR assures LEA that subcontractors providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000. coverage. The CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the LEA at least 30 days prior to cancellation. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

5. 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.

6. CONFLICTS OF INTEREST

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws 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 Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or potentially constitutes a conflict of interest including, but not limited to, employment with LEA.

7. TERMINATION

This Master Contract may be terminated without cause by either party by giving ten to twenty 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 right 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 as per IEP placement or service changes.

8. 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 years and are available for audit.

9. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold LEA and its officers, agents, and employees harmless against any and all liability, loss, claims, damages including, but not limited to, bodily injury or death, property damage and costs including, but not limited to reasonable attorney's fees arising from Contractor's negligent acts, omissions or intentional misconduct in the course of performing its services hereunder. LEA shall defend, indemnify and hold Contractor, its Officers, Directors, employees, contractors, affiliates and representatives harmless from and against any and all liability, loss, claims, damages including, but not limited to, bodily injury or death, property damage and costs including, but not limited to reasonable attorney's fees arising from LEA's negligent acts, omissions or intentional misconduct in relation to any of its obligations or duties hereunder.

10. 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 \$1,000,000.00 combined single limit for all damages arising from each accident or occurrence and \$500,000.00 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 satisfactory evidence of insurance, including the CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the LEA at least 30 calendar days before cancellation or material change, evidencing the above-specified coverage. CONTRACTOR shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA shall be named as an additional insured for all liability arising out of operations by or on behalf of the CONTRACTOR hereunder. CONTRACTOR'S insurance provided herein shall be primary and no insurance held or owned by the LEA shall be called upon to contribute to a loss.

CONTRACTOR recognizes that the LEA's insurance requirement may be revised in terms of limits and/or coverage. If LEA determines that additional coverage is necessary, LEA will reopen negotiations to discuss the cost of this additional coverage.

GENERAL PROVISIONS

11. 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 Services 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 activity takes place during a school vacation or holiday, pupils not participating shall continue to receive special education and related services as set forth in their IEP's.
12. For the purpose of the contract, a parent is the natural parent, adoptive parent, or legal guardian.
13. CONTRACTOR shall provide appropriately credentialed teachers, licensed personnel and class size consistent with the California laws and regulations and published LEA requirements existing at the time of CONTRACTOR's execution of this contract unless a written waiver has been granted by the California Department of Education with respect to state law regulations, or the LEA with respect to its requirements.

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors and shall provide the LEA with copies of said credentials and licenses. CONTRACTOR shall immediately notify LEA in writing and provide copies of appropriate credential(s) and/or license(s) if change of staff occurs which directly affects the pupils.

14. 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.
15. CONTRACTOR shall abide by established LEA policies on corporal punishment, pupil transfer, suspensions and expulsions, positive behavioral interventions. The LEA, Special Education Unit, shall be notified when any change in placement is being considered.
16. 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.
17. 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.
18. CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupil's school and recreational activity areas, and pupil's living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.
19. Within 30 days after CONTRACTOR becomes aware of pupil's change of residence, CONTRACTOR shall notify 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 neglects to follow these procedures, costs for services delivered after CONTRACTOR becomes aware of a pupil's change of residence to another district will not be the responsibility of the LEA.

20. CONTRACTOR shall immediately report by telephone to LEA, Special Education Unit, if a pupil is removed from Nonpublic agency services by the parent. CONTRACTOR shall confirm such telephone call in writing.
21. CONTRACTOR agrees to complete a written accident report and forward it to the LEA, Special Education Unit, when a student has suffered an injury that requires medical attention.
22. CONTRACTOR agrees to submit an incident report to the LEA, Special Education Unit when it becomes aware of circumstances that require notification be made to other agencies. These circumstances may include, but are not limited to, allegations of molestation, child abuse, injuries resulting from physical restraint, and Behavioral Emergency Reports.
23. Annual progress reports shall be sent by CONTRACTOR to LEA. 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.
24. CONTRACTOR agrees, in the event of agency closure, to forward pupil records to LEA. These shall include, but need not be limited to, current transcript, IEPs and results of proficiency testing.

25. Any structural modifications required in compliance with prevailing legal mandates shall not be the responsibility of the LEA.
26. CONTRACTOR assures LEA that it does not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.
27. CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures as specified in the California Penal Code.

PAYMENT PROVISION

28. RATE SCHEDULE

Education service(s) offered by CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows: **Daily rate of \$122.27, not to exceed 250 days, through June 30, 2007.**

29. 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 of services rendered no later than thirty (30) days from the end of the contract period in which said services are actually rendered. LEA shall make payment in an amount equal to the number of creditable hours of consultation multiplied by the agreed upon unit amount within forty-five (45) days of receipt of invoice.

CONTRACTOR shall submit rebilling payment no later than ten (10) calendar days when an invoice is returned to the CONTRACTOR.

30. 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)/licenses(s) are not on file with LEA, Special Education 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 ten (10) calendar days from the date that the invoice is returned to the CONTRACTOR. If LEA expresses intent to withhold payment, CONTRACTOR shall have ten (10) days from date of receipt of said writing hereinabove 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.

31. 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 forty-five (45) days of demand by LEA the full amount resulting from any audit exceptions to the extent that 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.

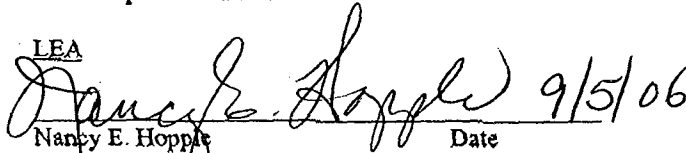
32. CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this contract.

OTHER PROVISIONS

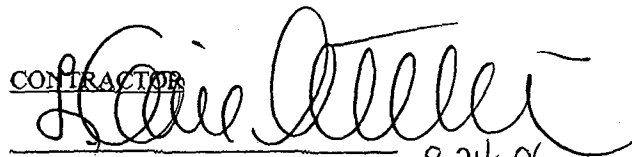
33. During the term of this contract, CONTRACTOR shall comply with all applicable federal, state, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs.
34. This contract and any exhibits or attachments hereto constitute the entire agreement between LEA and CONTRACTOR and supersedes any prior to contemporaneous understanding or agreement with respect to the services contemplated.
35. The terms and conditions of this contract shall be governed by the laws of the State of California with venue in San Joaquin County, California.

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

This contract is effective on July 1, 2006 and terminates at 5:00 p.m. on June 30, 2007, unless sooner terminated as provided herein.

LEA

 Nancy E. Hopple Date 9/5/06
 Director of Special Education
 Tracy Joint Unified School District
 1875 W. Lowell Avenue
 Tracy, CA 95376
 (209) 830-3270

 James C. Franco Ed.D. Date
 Superintendent

CONTRACTOR

 Name 8-24-06
 L. Gail Atkinson
 Executive Director
 Position

Ms. Penny Milner, Contract Specialist
 Devereux Texas Treatment Network
 1150 Devereux Drive
 League City, Texas 77573
 (281) 554-7447



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~October 19, 2006~~
SUBJECT: Ratify Contract with Mediscan Staffing Services for Speech/Language Pathologist

BACKGROUND: Board approval is requested to contract for Speech/Language Pathology Services for Special Education students. One of our Speech/Language Pathologists requested to resign from 40% of her full-time contract with Tracy Unified. The District is not likely to fill a 40% FTE Speech Pathologist position for the remainder of the 06/07 school year. However, the 40% position is open and will remain so for the duration of the year. Meanwhile, Mediscan Staffing Services has a Speech Pathologist available for the 40% position, through contract with their agency. We would like to contract with Mediscan until we are able to fill the 40% position. The contract will likely continue for the duration of the school year.

RATIONALE: Districts must offer a continuum of services, including Language Speech and Hearing services, to students with exceptional needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: The contract rate is \$85.00 per hour, for two days per week, at a total of 15 hours per week, 28 weeks duration. The total will not exceed \$35,700.00. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Contract with Mediscan Staffing Services for Speech/Language Pathologist

Prepared by: Nancy E. Hopple, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Mediscan Staffing Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **Provide Joyce Allen, SLP, for speech/language assessment, therapy, IEP development and meetings.**
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of **15 hours per week, for a total of 28 weeks during the school year**, under the terms of this agreement at the following location: **Various TUSD school sites.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay **\$85.00 per HOUR, not to exceed a total of \$35,700 for the school year**. 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 \$ NA 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.
4. The terms of the agreement shall commence the week of October 16 2006, and shall terminate on June 30, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

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

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

10/19/06

President

Woodland Hills, CA 91367

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: November 1, 2006
Subject: Ratify Master Contract and Individual Services Agreement with Central Valley Autism Project

BACKGROUND: San Joaquin County SELPA and Valley Mountain Regional Center (VMRC) jointly fund Early Intensive Behavior Treatments (EIBT) for children with autism under kindergarten age, provided by the Nonpublic Agency (NPA) Central Valley Autism Project. Tracy Unified is responsible for co-funding with Valley Mountain when the student is enrolled in school. The ultimate goal of these intensive programs is for a child to function independent of any specialized service in the public schools. At this time, one boy with autism has transitioned to regular education supports, but continues to require behavioral consultation to benefit from his educational placement. This support has regularly decreased in hours. VMRC is no longer co-funding the services. The Board needs to ratify a Master Contract and Individual Services Agreement for this student served through Central Valley Autism Project. Ratification is required due to the fact that the IEP is currently in place with the services specified.

RATIONALE: Research has shown that children with autism have unique educational needs, which often require intensive educational treatment not available in the public schools. Individualized, discrete trial therapy has been shown to be effective in educating many children with autism. Central Valley Autism Project incorporates discrete trial therapy in the early intensive behavior programs. LEA's must be able to provide a continuum of services that meet the unique needs of children with autism. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: Contract expenses for EIBT cover services from July 01, 2006 through June 30, 2007. The services at this point cost \$105.79 per month. Total cost for July through June is \$1057.90. Nonpublic tuition expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

Non-public school expenses are funded through 602 funding for special education. Expenditures beyond the funding base are reimbursed at 70% through San Joaquin County of Education SELPA funds.

RECOMMENDATION: Ratify Master Contract and Individual Services Agreement with Central Valley Autism Project

Prepared by: Nancy E. Hopple, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Central Valley Autism Project 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 a student diagnosed with autism. Consultation will include recommendations for placement, teaching strategies and social skills training.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (1) **HOURS per month**), under the terms of this agreement at the following location: Art Frieler Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 105.79 per **HOURL**, not to exceed a total of \$ 1057.90 . 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 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, 2006, and shall terminate on June 30, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Flynn (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

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

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~W~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~11/1~~ November 1, 2006
SUBJECT: Ratify Overnight Travel to Aptos, CA for Special Education Students in Adapted Physical Education

BACKGROUND: The students in our high school and Young Adult Adapted Physical Education program have planned several field trips, and request that the Board ratify their travel to Aptos, Ca. November 7, 8 and 9. The trip will focus on fostering independent living skills such as cooking, planning, grocery shopping, etc., social awareness, recreation and leisure skills. All students in the high school and Young Adult Adapted P.E. Program were given the opportunity to participate. Scholarships were provided to those who could not afford the travel fee. Stacey Carniglia, Adapted P.E. Specialist and Gina Berlin, Special Education Teacher will chaperone and drive the students by van. Ratification is requested as the specific date was approved just recently for lodging by the rental agency.

RATIONALE: Leisure and recreation skills are important components of the Individual Education Plan for developmentally disabled students. These students often do not get a chance to participate in overnight field trips that are often part of the experience of typically developing youngsters, through sports and other school sponsored events. This request supports Strategic Goal # 2 "Create Quality Learning Environments."

FUNDING: Expenses for this field trip are covered through an individual student fee or scholarship. The scholarship money comes from a student body fund raising account for our special athletes.

RECOMMENDATION: Ratify Overnight Travel to Aptos, CA for Special Education Students in Adapted Physical Education

Prepared by: Nancy E. Hopple, Director of Special Education

FIELD TRIP PERMISSION SLIP

_____ has my permission to attend the Beach House trip in Aptos, Ca. from November 7th to November 9th, 2006. Transportation will be provided.

IN THE EVENT OF AN EMERGENCY I CAN BE REACHED AT:

_____ OR _____

If your son/daughter is currently on medication please list the type and reason for use.

ALL MEDICATIONS MUST BE BROUGHT IN 1 WEEK PRIOR TO THE TRIP AND MUST BE IN ITS ORIGINAL CONTAINER. SEND A 5 DAY SUPPLY.

In the event of an injury or illness I give permission for the person in charge to arrange emergency medical treatment and/or transportation for my son/daughter.

Health Insurance _____ Policy # _____

Parent/Guardian Signature

Date

**RETURN THIS SLIP BY OCTOBER 16th, 2006
WITH A \$100.00 NON-REFUNDABLE DEPOSIT**

Phone calls- If you would like your student to call home while they are away, you have 3 options:

- 1) Student will call collectphone # _____
- 2) Student will use calling card (make photocopy or send card)
- 3) Student will use their own personal cell phone.

Beach House schedule and packing list

Tuesday, November 7th-

Please arrive by 8:30am. We will leave Stein School at 9:00am and should arrive in Aptos around 11:00am.

Thursday, November 9th-

We will leave Aptos at 11:00am and arrive in Tracy around 4:00 to 5:00pm.

Parent/Guardians, we will have the students call when we are approximately 1 hour from home. We should arrive back in Tracy between 4 and 5pm, depending on traffic. Please be ready to pick your student up.

Suggested packing list-

Students must bring:

4 pair underwear	Toothpaste/Toothbrush
4 pair socks	Hairbrush/comb
2 pair shorts	Soap
2 pair long pants	Shampoo
2 short sleeve shirts	Sunscreen
2 long sleeve shirts	Lotion
Pajamas	Chapstick
Light jacket	
Sweatshirt	
2 pair comfortable shoes	
1 pair sandals	
1 bathing suit	

Optional items students may bring:

Cell phone	Pillow for the car ride
Camera	Boogie Board
Spending money	Wet suit
Snacks	

No personal Walkmans, headsets, video games or Ipods are allowed on this trip



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: ~~October 31, 2006~~
SUBJECT: Approve Agreement For Special Contract Services with Patricia Schetter, Autism Specialist For January 31 Buy Back Day

BACKGROUND: January 31 is a buy back day for TUSD staff. Staff members have shown an interest and requested more information be offered in the area of autism. Several Tracy Unified employees are enrolled in the Mind Institute Autism Classes and attended a presentation led by Patricia Schetter. It was thought the presentation would be beneficial to TUSD general education and special education staff, as the diagnosis of autism continues to present itself quite frequently. The presentation would be geared to working effectively with higher functioning students with autism in general education classes and learning handicapped special day classes.

RATIONALE: Districts must offer a continuum of services to students with special needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: Contract expenses including mileage and lodging for the one day presentation will not exceed \$1,210.00. Expenses are budgeted in account #01-6500-0-5770-1110-5800-800-2572.

RECOMMENDATION: Approve Agreement For Special Contract Services with Patricia Schetter, Autism Specialist

Prepared by: Nancy E. Hopple, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Patricia Schetter, 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: One Day Presentation on Autism
2. Contractor will provide the above service, as outlined in Paragraph 1, under the terms of this agreement at the following location: 1875 W. Lowell Ave.
Tracy, CA 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$1000.00 **FLAT RATE**, not to exceed a total of \$1000.00. 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 \$210.00 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 January 31, 2007, and shall terminate on January 31, 2007.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Nancy E. Hopple (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

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

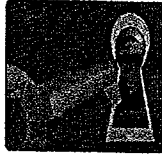
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



Patricia Schetter, MA
Behavior Analyst/Educational Consultant
pschetter@autismandbehavior.com

*"Helping you unlock
the potential of students
with autism spectrum disorder"*

1100 Main St. Ste. 150 #126, Woodland, CA 95695
(916) 826-1915 • (530) 666-7692 Fax
www.autismandbehavior.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: JAH Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 13, 2006
SUBJECT: Approve Special Services Contract with the Stanislaus County Office of Education for Alane Vaughn to Train Teachers on Holt Curriculum on January 31, 2007.

BACKGROUND: The district adopted curriculum for English/Language Arts grades 6th through 12th is Holt. The Holt curriculum is rich in materials and resources for teachers. As a recently adopted curriculum, many teachers have questions on how to most effectively implement the many curricular materials available.

RATIONALE: Alane Vaughn is a teacher on assignment with the Stanislaus County Office of Education. Last year, Alane Vaughn offered an afternoon of teacher training in Holt to our high school teachers. Her presentation was well received due to her expertise in the implementation of the Holt curriculum. This agenda item supports Strategic Goal #2-Create Quality Learning Environments.

FUNDING: Student Services \$1100 for full day

RECOMMENDATION: Approve Special Services Contract with the Stanislaus County Office of Education for Alane Vaughn to Train Teachers on Holt Curriculum on January 31, 2007.

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

Tracy Unified School District
315 East Eleventh Street, Tracy California 95376-4095

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and **Alane Roubal Vaughn/Stanislaus County Office of Education** hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: **Staff development on district adopted Holt English/Language Arts curriculum.**
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of **one full day presentation**, under the terms of this agreement at the following location **to be determined.**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay **flat rate**), not to exceed a total of **\$1,000** 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 at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed **\$100** 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **October 1, 2006**, and shall terminate on **February 1, 2007**.
5. This agreement may be terminated at any time during the term by either party upon **thirty** days written notice.
6. Contractor shall contact the District's designee, **Rebecca Frame**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or

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

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

AGREED:

Consultant Signature (1)

Social Security Number or TIN number (2)

Date

Title

Address

City/State/Zip

Phone Number

Date

Title

Account Number to be charged

Budget Approval

Date Approved by the Board

Send All Copies to the Business Office

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

C:\WINNT\Profiles\gborejko\Personal\Agreement for Special Contract Services.doc

Glenda Borejko Page 2 03/10/1998



Martin G. Petersen, Superintendent

1100 H Street • Modesto, CA 95354 • (209) 525-4900 • FAX (209) 525-5147

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Stanislaus County Office of Education, hereinafter referred to as "Contractor," and **Tracy Unified School District**, hereinafter referred to as "District," is for consultant or special services to be performed by a non-employee of the District. Contractor and District herein named do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:
 - a) **Staff development on district adopted Holt English/language arts curriculum.**
2. Contractor will provide the above service(s) as outlined in Paragraph 1 for a period of up to **one full day presentation**, under the terms of this agreement at the following location, **to be determined**.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - (a) District shall pay a **(flat rate)**, not to exceed a total of **\$1,000**.
 - (b) Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - (c) District shall reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed **\$100** for the term of this agreement.
 - (d) District shall make payment on a **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on **October 1, 2006**, and shall terminate on **February 1, 2007**.

*Agreement for Special Contract Services --
Page 2*

5. This agreement may be terminated at any time during the term by either party upon **thirty** days written notice.
6. Contractor shall contact the District's designee, **Rebecca Frame**, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

*Agreement for Special Contract Services —
Page 3*

AGREED:

Tracy Unified School District

Don Gatti
Contract Officer for Stanislaus County
Office of Education


Social Security# or Federal I.D.#
Incorporated ☐ Yes ☐ No

DATE

DATE

ADDRESS

(Please type or print clearly)

01 9453 0 8677 0000 0000 000 4000
Account No.

Departmental/Core Leadership Team Officer
Literacy Workshop
Budget Program

Budget Approval

sjs 10-12-06

Send all copies to the Business Office.

Distribution will be made as follows:

White - Business Office

Yellow - Consultant

Pink - Department Head/Core Leadership Team Officer

Goldenrod - Originator

Alane Roubal Vaughn

P.O. Box 516
Copperopolis, CA 95228
(209) 785-4744 (209) 969-5336
vaughn@caltel.com

EDUCATION

- 2004 **Preliminary Administrative Certificate**
- 2002 **National Board Certified Teacher: Early Adolescence, English Language Arts**
- 1996 **Clear Crosscultural, Language and Academic Development Certificate**
- 1994 **California State University, Stanislaus**
California Clear Credential, Single Subject
- 1982 **Midland Lutheran College – Bachelor of Arts**
Majors: English, Physical Education, Education
Concentrations: Recreation, K-12 Physical Education, Coaching Endorsement

PROFESSIONAL EXPERIENCE

Stanislaus County Office of Education Modesto, CA

Director, Secondary Education – 2005 -present

Responsible for Curriculum and Instruction, School and District Support for 6-12 educators in Stanislaus County and County Superintendents' Region 6.

Stanislaus County Office of Education Modesto, CA

Literacy Consultant, Educator-On-Loan – 2002-2005

Language Arts consultant to regional K-12 districts. Responsibilities include: authoring/facilitating secondary ELA textbook training modules for AB75 and AB466 including follow-up professional development and site support for both, organizing and delivering professional development in the area of writing instruction, providing a variety of school and district support services for county and regional schools.

Great Valley Writing Project CSU Stanislaus, Turlock CA

Educational Consultant -- 1992-Present

Professional Development Coordinator -- 1997-present

Responsible for coordinating/providing professional development in the teaching of writing for local National Writing Project site, a California Subject Matter Project. Assignment requires management of annual grant funding to address the professional development needs of schools in a five-county area, targeting especially Program Improvement and High Priority schools.

Teel Middle School Empire, CA

English and Elective teacher -- 1997-present

Subjects taught: Language Arts for Sheltered/At-risk team and variety of electives: Reading Interventions (*Reach and High Point*), Computer Literacy, Speech/Drama. Department Liaison to Administration 1999-2001.

Prescott Senior Elementary Modesto, CA

English and ELD teacher -- 1989-1997

Subjects taught: All levels Language Arts Core classes. Included remedial, general, honors, G.A.T.E., and ELD. Developed curriculum and implemented the ELD I and II courses. Department chair and Leadership team 1994-1997

EXTENDED PROFESSIONAL DEVELOPMENT

Center for Performance Assessment Certificated Trainer 2005, 2006
Center for Research on Learning, KU, *Teaching Content to All Institute* 2005
Baldrige in Education, *Education Criteria for Performance Excellence* 2004
Great Valley Writing Project *Summer Invitational Institute Co-Director* 1997-2003
Northwest Regional Lab, *Trainer Institute 6+1 Traits Writing*, Canon Beach OR -- 2002
National Board for Professional Teaching Standards -- NBCT 2002
National Writing Project Directors Institute, Walker Valley NY -- 2002
Great Valley Writing Project Advanced Institute Director 2001
Middle School Demonstration Program *Grant Coach/Coordinator*, 1997-2002
Great Valley Writing Project Summer Institute *Lead Coach* 1997 -- 1998
AB1086 Facilitator/Trainer, Stanislaus County Office of Education, 1998
California Literature Project Summer Institute -- 1994
Integrated Thematic Instruction, Kovalich Institute -- 1993
Great Valley Writing Project Summer Institute -- 1992

PUBLICATIONS

Over Our Shoulders and Into Our Classrooms, Editor/author, a National Writing Project publication, 2002.
Cognitive Apprenticeship in the Writing Classroom, a California Writing Project Publication, 2003.

ADMINISTRATIVE DUTIES

Author, AB75 Module 1, ELA textbook training, Holt MS/HS, McDougal Littell MS/HS, 2003
Region 6 NBPTS Candidate Support Cohort, Facilitator, 2002-present
Middle School Demonstration Project Coach/Coordinator, 1997-2002
Professional Development and Partnership Coordinator, GVWP, 1997 -- present
San Joaquin Delta Sierra Professional Development Consortium, CSMP rep, 1997- 2002
California League of Middle Schools, State Publications, 1996-2001



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *SH* Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: November 1, 2006
Subject: Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2006/2007 School Year.

BACKGROUND: Each school site is required to develop a school plan (Single Plan for Student Achievement) which includes an analysis of the prior year's assessment data, evaluates the progress toward meeting the goals for that year, establishes goals for the new school year, and develops a budget to support the successful implementation of the goals.

RATIONAL: State law requires local Governing Board approval each site's Single Plan for Student Achievement. This supports Strategic Goal 1: provide a relevant and meaningful curriculum, and Strategic Goal 2: create a quality and effective learning environment for all students.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for the 2006/2007 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: *SH* November 03, 2006
SUBJECT: Approve the Performance of "The Lion, The Witch, and The Wardrobe" at McKinley Elementary to be held on December 5, 2006.

BACKGROUND: The Hampstead State Company presents the performance of "The Lion, The Witch, and The Wardrobe", a charming tale about four children whose curiosity and boredom take them on a fantastical journey. A magical wardrobe leads them into a mystical land called Narnia, where animals can talk and good battles evil. The children learn that the White Witch has cast a spell over Narnia and must help the benevolent lion ruler, Aslan, save the land and triumph over evil. Through this story, we hope to encourage the students to stand up for what is right and help those around them. The Hampstead Players was formed over twenty-one years ago. Since its inception, the company has grown into one of the largest national educational touring companies. Performing over two thousand shows a year, we have played for over nineteen million audience members.

RATIONALE: The plays are designed to be enjoyed by all children in grades K – 5. The shows are performed by two actors, each playing several roles, and they always include some children from the audience. Hampstead Players scripts are original adaptations, based directly on literary classics. The plays last one hour, with a question and answer session after the performance. So much entertainment for the young today is passive, often with the children sitting in front of the television having almost no interaction with the people and events that they see. Their goal is to bring education and literature to life for the children. This supports Strategic Goal #1, Quality Curriculum.

FUNDING: No expense will be incurred by McKinley School; the \$855.00 fee will be paid for by our Parent Club.

RECOMMENDATION: Approve the Performance of "The Lion, The Witch, and The Wardrobe", at McKinley Elementary to be held on December 5, 2006.

Prepared by: Laurie Fracolli, Principal, McKinley Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Hampstead Stage Company, 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: The Performance of "The Lion, The Witch, and The Wardrobe at McKinley Elementary School on December 5, 2006.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 (HOURS/DAY(s)) (circle one), under the terms of this agreement at the following location 800 W. Carlton Way; Tracy, CA 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 855.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on December 5, 2006, and shall terminate on December 5, 2006.
5. This agreement may be terminated at any time during the term by either party upon 5 day's written notice.
6. Contractor shall contact the District's designee, Laurie Fracoli at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Atten: Katherine Preston

Address

1053 N. Barnstead Road, Ctr

Barnstead, NH 03225

Tracy Unified School District

Date

Principal

Title

MPTC Parent Club

Account Number to be Charged

Laurie Fracoli

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.

Fall 2006

(The tour starts in early November and ends late December)

"The Lion, The Witch, and The Wardrobe"

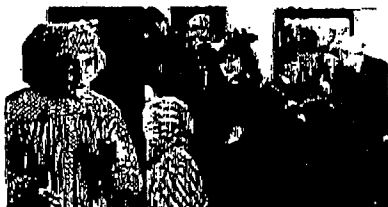
and/or

"A Christmas Carol"[Click here to read reviews.](#)**"The Lion, The Witch, and The Wardrobe"**

C.S. Lewis' classic, *The Lion, The Witch, and The Wardrobe*, is a charming tale about four children whose curiosity and boredom take them on a fantastical journey. A magical wardrobe leads them into a mystical land called Narnia, where animals can talk and good battles evil. The children learn that the White Witch has cast a spell over Narnia and must help the benevolent lion ruler, Aslan, save the land and triumph over evil. Through this story, we hope to encourage the students to stand up for what is right and help those around them. *This is the first installment in our Narnia series.*

Resources: *The Lion, The Witch, and The Wardrobe* by C.S. Lewis, cslewis.drzeus.net

Geared for grades K-8.

[Click here to read reviews.](#)**"A Christmas Carol"**

Charles Dickens' *A Christmas Carol* is a story that is both timeless and universal. It is the delightful tale of the miser, Ebenezer Scrooge, and his clerk, Bob Cratchit. Through visits from the spirits of the season, Scrooge learns the true meaning of Christmas. In this charming tale, we hope to educate the students about the class system of Victorian England and encourage them to help others that are less fortunate than they are.

Resources: *A Christmas Carol* by Charles Dickens, www.victorianweb.org

Geared for grades K - 8.



Hampstead Players, Inc.
National Headquarters
1053 N. Barnstead Road
Ctr. Barnstead, NH 03225-3955
Fax: (603) 776-6151
1-800-619-5302

Need more information?
Send an E-mail to:
info@hampsteadstage.org
Please include the name and address
of your school.
1-800-358-8362

[| About Us |](#) [| Tour Map |](#) [| Reviews |](#) [| Audition Information |](#) [| E-mail |](#)

General

We have received many letters and e-mails regarding this play... here are just a few.

Thank you for contributing your acting troupe to the benefit of students here at Barnstead Elementary School. Both performances were well received and enjoyed by students and staff. I truly appreciate your commitment to the arts and the school community.

Barnstead Elementary School, Center Barnstead, NH

The duo was simply outstanding. Their talent showed in many ways including a most rapid exchange of clothes! I think they both had the best projection in what is not a terribly good venue I have ever heard. I have to use a gymnasium and often the sound does get lost. Not with these two! Also in addition to the great performance they are a delight to work with. Cooperative and never a moment's trouble in setting up. And this is not always true of some groups. We look forward to having other productions of your company.

Sweetwater Valley Citizens for the Arts, Sweetwater, TN

We are still talking about your performance! You possess that rare combination of talent and heart that in theatre a magical experience for young audiences. Thank you for your dedication to your craft and for taking the time to respond to the children's letters so thoughtfully. You have made a difference!

Hartland Elementary School, Hartland, CT

Casie Knowles and Nicholas Kessler have just completed their performance at our school. They were marvelous. So professional. They arrived early and settled in to their performance. They portrayed their characters wonderfully and I was very much pleased with their projection. They worked with the audience well and their Q and A really helped bring meaning to the story, their costumes, and the life of an actor. I have used the Hampstead Players on many occasions. Casie and Nicholas were two of the best. I admire Hampstead Players, organization and I look forward to the next several years of great performances.

Monroeton Elementary School, Reidsville, NC

Thank you for your performance. Our students thoroughly enjoyed it. We appreciate your time and talent.

Knoch Middle School, Saxonburg, PA

Thank you so much for the wonderful performance our students experienced on Tuesday. The cast did a wonderful job of entertaining a very diverse group of students from grade 2 through 12, including high school drama students. The students especially liked the question and answer session at the end. It was very beneficial to young minds and also the older students that might be considering a career in the performing arts. Congratulations on a wonderful production!

Poth Junior High School, Poth, TX



Hampstead Players, Inc.
National Headquarters
1053 N. Barnstead Road
Ctr. Barnstead, NH 03225-3955
Fax: (603) 776-6151
1-800-619-5302

Need more information?
Send an E-mail to:
info@hampsteadstage.org
Please include the name and address
of your school.
1-800-358-8362



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~W~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: November 3, 2006
SUBJECT: Approve the Children's Theatre Center Performance of the Arithmetickles, at McKinley Elementary to be Held on January 24, 2007.

BACKGROUND: The Children's Theatre Center performance of the Arithmetickles is a hilarious romp of a show that combines live theatre with creative math – the only math show in the USA with 100% audience participation. Arithmetickles focuses on the many ways math is used in everyday situations, from basic operations through creative problem solving. Children are actively involved in the learning process with games that capture the imagination and encourage them to open their minds to the wonderful world of math. Through a skillful blending of audience participation, comedy, mime and theatrical effects, the fast-paced games and skits in Arithmetickles capture the attention of children in grades K-8. Age appropriate material is set in a “kid-friendly” format of games, puzzles, scenarios and storytelling, affording students a chance to explore and resolve math problems creatively. By encouraging students to apply their own approach to math, Arithmetickles also helps increase overall confidence and self-esteem.

RATIONALE: The shows are designed to be enjoyed by all children in grades K – 5. The style allows the audience to get a feel for live theater and attempts to dispel the barriers which occur between audience and actor. Arithmetickles is a one-of-a-kind, interactive, math show that clearly involves students in the learning process. Many youngsters have difficulty identifying the connection between classroom instruction and their lives. This causes them to view math as a boring and even useless necessity. But Arithmetickles shatters this notion with its fun filled examples of how to employ textbook theories in everyday situations. Their goal is to involve students in the learning process and encourage students to resolve math problem creatively. This supports Strategic Goal #1, Quality Curriculum.

FUNDING: No expense will be incurred by McKinley School; the \$1,015.00 fee will be paid for by our Parent Club.

RECOMMENDATION: Approve the Children's Theatre Center Performance of Arithmetickles, at McKinley Elementary to be Held on January 24, 2007.

Prepared by: Laurie Fracolli, Principal, McKinley Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Children's Theatre Center, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: The Performance of "Arithmetickles" at McKinley Elementary School on January 24, 2007.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 (HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 800 W. Carlton Way, Tracy, CA 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1,015.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ _____. 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 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 January 24, 2007, and shall terminate on January 24, 2007.
5. This agreement may be terminated at any time during the term by either party upon 5 day's written notice.
6. Contractor shall contact the District's designee, Laurie Fracoli at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Atten: Francine Cassella

Address

1340 Teaneck Road

Teanick, NJ 07666

Tracy Unified School District

Date

Principal
Title

MPTC Parent Club
Account Number to be Charged

Laurie Fracoli
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.



CHILDREN'S THEATRE CENTER

1340 Teaneck Road, Teaneck, NJ 07666 * email-ctcshows@optonline.net
201-837-9234 * fax: 201-833-8444 * 800-341-3585

To help insure a highly successful show please refer to the following guidelines

Stage:

The stage area must be clear and clean one hour before the show.

Stage lighting needs to be in proper working condition. Sets should be stored or moved to the back area so that the host is able to set up upon arrival

No Stage:

If a stage is not available, please try to arrange for risers or a platform that will comfortably accommodate the host and approximately 6 or 7 children at a time. Chairs are preferred, but students may sit on either chairs or the floor. When setting up chairs, please leave a center aisle. Audiences that attend shows hosted from the floor level, without risers or platforms, must be seated on the floor.

Technical Requirements:

CTC supplies sound and sets. Please have one small table or two students desks on stage for the sound equipment and 5 chairs that will be used during the show.

Lights:

Most stages have standard colored lights and spotlights. If you do not have stage lighting, please have two overhead projectors, on carts, available in front of the stage. These will be used for "spotlighting" purposes only.

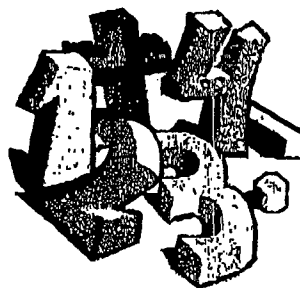
Volunteers:

On stage, during the performance, the host will request assistance from one teacher per grade level in choosing children to come up on stage. There is no need to pre-select students.

Program Introduction:

Please make plans to have a teacher or PTA representative introduce the program but before doing so, check that the host is ready to start the show.

We love enthusiastic audiences, however yelling, jumping out of one's seat and rushing the stage can be both distracting and dangerous. Once the audience is seated, the selected teacher or PTA member can offer a simple introduction similar to: "Today's assembly is presented by the Children's Theatre Center of New Jersey. It's math. It's fun. It's *Arithmetickles!* Now let's all give a warm welcome to (actor's name)." The host will then open the curtain and begin the show.



We welcome your comments and encourage you to email us after the performance

ctcshows@optonline.net
Children's Theatre Center
800-341-3585

Math + Fun =

ARITHMETICKLES®

Arithmetickles® is a hilarious romp of a show that combines live theatre with creative math — *the only math show in the USA with 100% audience participation*. The program gives children the opportunity to boost their problem-solving abilities while strengthening their imaginations and advancing math skills.

Arithmetickles® focuses on the many ways math is used in everyday situations, from basic operations through creative problem solving. Children are actively involved in the learning process with games that capture the imagination and encourage them to open their minds to the wonderful world of math.

Arithmetickles® – MATH NIGHT is a terrific new way of promoting parental involvement in the learning process! Lively and educational, Arithmetickles® MATH NIGHT can be grade specific or staged as a district-wide event. It is a highly effective way of making math more accessible to both parents and students.

"Arithmetickles® was the best program involving math the staff has ever seen!"

E. Lemons, Dominquez Elementary, Long Beach, CA

"You did a great job showing how math can be fun and how it is used in everyday life!"

A. Truex, Noel Canyon Elementary, Anaheim, CA

100% AUDIENCE PARTICIPATION!

For grades K-2, 3-5, & 6-8

Visit our website:

www.arithmetickles.com

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 - Problem solving
 - Multiplication
- Subtracting • Percentage
 - Telling time • Division
 - Counting • Fractions
 - Adding
 - Shapes

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online now
**SAVE
\$50**



For information and bookings call the **CHILDREN'S THEATRE CENTER**
800-341-3585 • Fax: 201-833-8444 • Email: ctcshows@optonline.net



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: November 3, 2006
SUBJECT: Approve the Start Dreamin' Assembly at McKinley Elementary to be Held on March 28, 2007.

BACKGROUND: The Start Dreamin' assembly is designed especially for elementary schools and promoting the nationally recognized Six Pillars of Character, this captivating and fast paced presentation takes the audience on a musical journey through the eyes of its starring character Renee, who has been given an important homework assignment by her teacher to write an essay on "Planning her life". As she falls asleep thinking about her assignment, her dream comes to life as she takes those first steps toward her future and realizes that in order to be the person she wants to ultimately become, she must first meet some fun and interesting friends along the way who will help her in her quest to become a person of character. Primary Focus is a not for profit organization whose mission is to teach and reinforce character based principles that children will practice for life. "START DREAMIN'!" features an interactive educational format focusing on the nationally recognized Six Pillars Of Character. These six pillars are: Trustworthiness, Respect, Responsibility, Fairness, Caring, and Citizenship and are presented as a counterbalance to the negative influences bombarding our children everyday such as bullying, conflict resolution, drugs, tobacco, alcohol, gang violence, and dropping out of school.

RATIONALE: The assembly is designed to be enjoyed by all children in grades K – 5. This assembly presentation provides elementary school children with positive choice making principles and role models as performed by our cast. So much entertainment for the young today is passive, often with the children sitting in front of the television having almost no interaction with the people and events that they see. Their goal is to bring education and life experiences together through music. This supports Strategic Goal #1, Quality Curriculum.

FUNDING: This assembly will be paid for out of the ASB funds in the amount of \$700.00.

RECOMMENDATION: Approve the Start Dreamin' Assembly at McKinley Elementary to be Held on March 28, 2007.

Prepared by: Laurie Fracolli, Principal, McKinley Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Primary Focus, 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: The Performance of "Start Dreamin'" at McKinley Elementary School on March 28, 2007.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 (HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 800 W. Carlton Way, Tracy, CA 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 700.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 28, 2006, and shall terminate on March 28, 2006.
5. This agreement may be terminated at any time during the term by either party upon 5 day's written notice.
6. Contractor shall contact the District's designee, Laurie Fracolli at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

Date

Title

Title

ASB Funds

Account Number to be Charged

Atten: Noah Rolf

Laurie Fracoli, Principal

Address

Department/Site Approval

8801 Magnolia Avenue

Budget Approval

Santee, CA 92071

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.

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New for 2006 – 2007

Primary Focus, America's foremost elementary school assembly production organization, is excited to announce its entirely new 45 minute musical assembly program titled **"Start Dreamin'!"** scheduled to premiere in the fall of 2006.

Featuring all new music written especially for this production by 7 time Emmy Award winning song writer Dr. William R. Rebold and arranged and conducted by Emmy and Dove Award winning arranger Don Marsh, this interactive assembly production features fully orchestrated music, digital sound, theatrical lighting, Choreography, drama, costumes, sets, props and features the nationally auditioned and recognized college aged cast members known as Primary Focus.

Designed especially for elementary schools and promoting the nationally recognized Six Pillars of Character, this captivating and fast paced presentation takes the audience on a musical journey through the eyes of its starring character Renee, who has been given an important homework assignment by her teacher to write an essay on "Planning her life". As she falls asleep thinking about her assignment, her dream comes to life as she takes those first steps toward her future and realizes that in order to be the person she wants to ultimately become, she must first meet some fun and interesting friends along the way who will help her in her quest to become a person of character.

During her adventure she meets a "Valley Girl" by the name of "Tina Trustworthy". Our very own super hero "Captain Caring" complete with cape and full costume. The audience will laugh hysterically as our hero literally "fly's through the air" right before their very eyes. They'll meet our famous rock star "Rockin' Responsibility". A whimsical good natured nymph known as the "Fairness Pixie". "Ten Hut!" and stand at attention when our fun loving but stern army drill instructor known as "Sergeant Citizenship" assumes command. And everybody's engines get revved up for our NASCAR race sequence featuring the brand new song "Racing Respect".

Complete with thunderous engines, squealing brakes and metal crashing sound effects.

This assembly presentation provides elementary school children with positive choice making principles and role models as performed by our cast. Each school will receive a complimentary CD of all of the songs and professionally produced DVD of the entire production, a \$40 value, enabling the students to enjoy all of the music and the assembly over and over again. Each school will also receive a free set of Character Posters available for display within the school. In addition, every student will receive their very own personal souvenir Picture Character Card of the cast.

For more information on how you can host a **"Start Dreamin'!"** assembly presentation featuring **Primary Focus** at your school, simply call toll free at 800-298-3101 or 800-571-8326.

[< Prev](#)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: November 3, 2006
SUBJECT: Approve the Hampstead Players Performance of "Greek Mythology for Kids I", at McKinley Elementary to be Held on May 8, 2007.

BACKGROUND: The Hampstead Players performance of "Greek Mythology for Kids I" is a combination of two art forms derived from ancient Greece: theatre and myth. As your guides for this play, Homer, a poet, and Epictitus, a mask-maker, take you on an expedition of the imagination. Through mask work, poetry, and acting, your students will discover the early stories of the Greek gods and heroes. This play is designed to bring students closer to early civilizations through an appreciation of the similarities that all people share. The Hampstead Players was formed over twenty-one years ago. Since its inception, the company has grown into one of the largest national educational touring companies. Performing over two thousand shows a year, we have played for over nineteen million audience members.

RATIONALE: The shows are performed by two actors, each playing several roles, and they always include some children from the audience. Hampstead Players scripts are original adaptations, based directly on literary classics. The plays last one hour, with a question and answer session after the performance. So much entertainment for the young today is passive, often with the children sitting in front of the television having almost no interaction with the people and events that they see. Their goal is to bring education and literature to life for the children. This supports Strategic Goal #1, Quality Curriculum.

FUNDING: No expense will be incurred by McKinley School; the \$873.00 fee will be paid for by our Parent Club.

RECOMMENDATION: Approve the Hampstead Players Performance of "Greek Mythology for Kids I", at McKinley Elementary to be Held on May 8, 2007.

Prepared by: Laurie Fracoli, Principal, McKinley Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Hampstead Stage Company, 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: The Performance of "Greek Mythology for Kids I" at McKinley Elementary School on May 8, 2007.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 (HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 800 W. Carlton Way; Tracy, CA 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 873.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on May 8, 2006, and shall terminate on May 8, 2006.
5. This agreement may be terminated at any time during the term by either party upon 5 day's written notice.
6. Contractor shall contact the District's designee, Laurie Fracolli at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

AGREED:

Consultant Signature (1)

Tracy Unified School District

Social Security Number (2)

Date

Date

Title

Title

MPTC Parent Club
Account Number to be Charged

Atten: Katherine Preston
Address

Laurie Fracoli, Principal
Department/Site Approval

1053 N. Barnstead Road, Ctr

Budget Approval

Barnstead, NH 03225

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.

STUDY GUIDE

GREEK MYTHOLOGY

The Hampstead Stage Company
1053 N. Barnstead Rd.
Ctr. Barnstead, NH 03225
1-800-619-5302 1-800-358-8362

Web Site:
www.hampplay.com
E-mail:
hamp@worldpath.net

The Hampstead Stage Company

Proudly Presents

The Hampstead Players' Greek Mythology for Kids I

A TEACHER'S STUDY GUIDE

A Note About Our Play:

The play that you and your students are about to see is meant for your enjoyment. There is no need for preparation, any required activity, or essential prior knowledge necessary. However, as this play is not based directly on a book (our usual study guide), but instead, based upon mythological tales, we have provided you with this additional material to make the production a learning experience, as well as a fun one. This guide is for you to use, if you choose, in order to prepare your students for Greek Mythology for Kids I.

Background:

Greek Mythology for Kids I is a marriage of two art forms derived from ancient Greece: theatre and myth. This Mediterranean civilization flourished from roughly 1100 BC until about 100 BC, but its influence, through the Romans, extends far beyond that. Ancient Greece is the bedrock of western civilization and it is to them that we turn for the formative study of many topics examined today. Geometry, epic and lyric poetry, classical art, tragic and comedic theatre, music, sculpture, medicine, history, politics, democracy, architecture, and philosophy all derive from ancient Greece.

This play is designed to bring students closer to early civilizations through an appreciation of the similarities that all people share. Ancient civilizations created hideous, dark idols to represent their fears and to explain the forces of nature that they did not understand. The Greeks, however, did not do this. Their gods and goddesses were patterned after people. They were beautiful and nearly perfect in form. Yet they were NOT perfect by our standards and sometimes did horrible things.

Greek Beliefs:

Olympus: Mountain where the gods lived

Earth: Where we live

Hades: Where the dead go after they cross the River Styx

Greek Gods, Goddesses, Heroes, and Heroines:

Achilles: The great Greek's warrior

Aeolus: Keeper of the Winds

Amazons: A tribe of warrior women

Arachne: A girl who changed into a spider by Athena

Ares: The god of war

Argonauts: Heroes who chased the Golden Fleece

Atalanta: Swift runner

Atlas: The son of a Titan who carried the weight of the sky on his shoulders

Boreas: The north wind

Centaur: Half horse, half man

Charron: Ferried dead souls across the River Styx

Charybdis: A monster that swallowed ships

Chimera: Three-headed, fire-breathing monster

Chiron: Wise centaur, teacher of great heroes

Cronus: A Titan, the second Lord of the Universe

Demeter: Goddess of the Harvest

Echo: Nymph who fell in love with Narcissus, she was made to disappear and to repeat
Only what others said

Eos: The dawn, sister of the sun.

Eros: The God of Love

The Fates: Three old women who determine how long you could live

Gaea: Mother Earth

Giants: Snake legged sons of Mother Earth

Graces: Three Goddesses of Beauty

Hades: God of the Dead

Harpies: Birds with the heads of ugly women

Hera: Goddess of Marriage, Queen of Olympus

Heracles: Strongest man who ever lived, son of Zeus

Io: Bride of Zeus who was changed into a cow

Narcissus: Youth who fell in love with his own appearance

Nike: Spirit of Victory and friend of Zeus and Athena

Orion: Great hunter

Pan: God of Nature

Pandora: First beautiful mortal woman

Pegasus: Winged horse

Persephone: Daughter of Demeter and Queen of Hades

Poseidon: Lord of the Sea

Prometheus: Creator of man

Sirens: Maidens who sang and lured sailors to their death

Titans: Children of Mother Earth and the Sky

Uranus: The Sky, first husband of Mother Earth

Zeus: God of Thunder, the mightiest of the Olympian gods

Preparation:

1. **Q:** On a map, locate the modern day country of Greece. From its' spot in the Mediterranean, what inferences about Greece can you make?
A: Both a rich maritime and agricultural heritage. More advanced students might like to do a report on Athens and Sparta as a comparison of very opposite cultures.
2. **Q:** On a map, locate other countries from the area that you recognize today. What are they?
A: Egypt, Israel, Persia, etc. should make names in today's news more interesting for they can be traced so far back. *Aladdin*, for example, is a Persian tale.
3. **Q:** What inferences can you make about the people living in the Mediterranean area?
A: Students should recognize that there was a great opportunity to trade and to share both culture and material possessions. They should also understand that the closeness of the area and the differences between people and cultures also led to arguments and wars, much as they do today.
4. **Q:** Make a timeline and trace how far back in time these people lived that they will be

seeing and hearing about during the play. What are the similarities between today's society and that of the Greeks? What are the differences?

A: There are numerous comparisons that the students can make. List and discuss each.

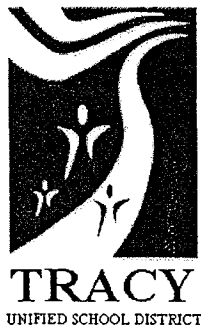
5. **Q:** Please define the English expression; *It's all Greek to me*.

A: It's very difficult to understand. One of the reasons Greek seems difficult to us is that they write in a different alphabet and all their letters have different names. Write the Greek alphabet and notice the differences between these letters and English. Try to take your spelling test using the Greek alphabet.

Please Enjoy Our Show!

Follow Up Activities:

1. The Hampstead Players, like the ancient Greeks themselves, use masks to depict various characters. Masks are a great opportunity for students to deal with emotion in a tactile way. Papier-mâché and clay masks are a good opportunity for students to put characters first into art and then into words.
2. Write about the emotion on the face you have drawn. Students can also write about the character their masks are depicting. What color is the person? What are the physical features? Write the character's back-story.
3. Have the students write his/her own myth to explain some natural happening. For example: Where does the sun come from? Where do we get thunder? Etc.
4. The sieve of Eratosthenes, an ancient Greek mathematician, is still used today. The sieves are great fun to make and help students learn the patterns of multiples as well as the beauty of numbers.
5. The ancient Greeks were great mathematicians and in fact had secret math societies where they tried to discover square roots and to solve other mathematical problems. Through the use of geometry, they were able to compute the distance to the sun and to make classically beautiful structures. Break the class into *math societies* and have them develop problems for the other societies to solve.
6. Have students find the geometric forms (triangle, rectangle, ellipse, circle, square) in art and architecture.
7. Have an Olympic Party, where each student comes dressed as a mythological character and tells about himself/herself. The other guests at the Olympic Party have to guess who it is.
8. Homer, your guide for this play, was a blind poet who told wonderful adventure stories about how a hero defeated the different creatures who roamed the land. Write a *Homeric* adventure story where a hero meets and defeats a terrible beast.
9. Not only did the ancient Greeks admire wisdom and cleverness of the mind, they were also concerned with the body and making it healthier. They were very competitive and started the Olympic games to see who were the swiftest, the strongest, and the best jumper. Hold your own Olympic games and foot races. Challenge the other classes to come to your Olympics. Find a modern day Olympic hero and tell the class about him or her.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Jim Franco, Superintendent
FROM: ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: October 25, 2006
SUBJECT: Approve Traveling Teacher Program from Modesto Junior College to Teach Science Lesson to 5th Graders at South School on November 16 and 17, 2006

BACKGROUND: The Great Valley Museum of Modesto Junior College offers a traveling teacher program to California students. The science lesson that they will be teaching to South students is, "Come to the Periodic Table." It is based on Anne Marie Bergen's program "Powerfully Periodic." Students will learn about the periodic table and do stations to learn about elements and their properties. It is a 90 minute program that addresses 5th grade physical science standards.

RATIONALE: Funding for field trips is limited. Just one field trip typically depletes the total amount that has been allocated by our school for grade level field trips and even then it is not enough. In the past, we have had to ask parents for additional funds to meet the outstanding balance. Our 5th grade team has searched for other ways of providing our students with valuable learning experiences from outside our community. Traveling teacher programs are on cost-effective solution to enhancing our students' science education.

FUNDING: To be funded by Block Grant monies, South/West Park Goal 2.4b. Not to exceed \$920.

RECOMMENDATION: Approve Traveling Teacher Program from Modesto Junior College to Teach Science Lesson to 5th Graders at South School on November 16 and 17, 2006

Prepared by: Stephanie Prioste, South School Principal

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Great Valley Museum of Natural History at Modesto Junior College, 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: Teach six sessions of a 90 minute lesson about the Periodic Table where 5th grade students do stations and learn about properties.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location South/West Park Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$920 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$920. 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 \$ n/a for the term of this agreement.
 - c. District shall make payment on a [] **MONTHLY PROGRESS BASIS**, [**x**] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 16, 2006, and shall terminate on November 17, 2006.
5. This agreement may be terminated at any time during the term by either party upon one day's written notice.
6. Contractor shall contact the District's designee, Cindy Womack at (209) 831-5214 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:

Mag Gonzalez
Consultant Signature (1)

or _____
Tax ID
10/31/06
Date:

Program Coordinator
Title:

Address
Medesio, CA 95350

Cindy W. [Signature]
Tracy Unified School District

Date
10/31/06

Title
5th grade field trip coordinator

01739501110100058004003604
Account Number to be Charged

South/West Park
Department/Site Approval

School Site Council Approval 5/200
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.

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EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: October 30, 2006
Subject: Ratify Service Agreement for DataWorks Educational Research to Serve as the Outside Entity for Central Elementary School in the High Priority Schools Grant (HPSGP) Application.

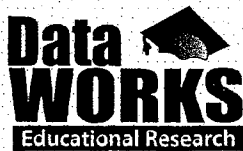
BACKGROUND: The state has allocated funds for schools in Deciles 1-2 to provide additional funds for school improvement under the High Priority Schools Grant Program (HPSGP). Central Elementary School is eligible to apply for this grant. One requirement of this grant is that the school works with an outside entity to assess the school and develop the plan for improvement. The cost of this is covered by the \$50,000 planning grant that was applied for and received by the District in May 2006. Central School has worked with DataWorks in the past and is currently beginning to implement the Direct Instruction model. During this first planning year, DataWorks will conduct a Curriculum Calibration (CC) assessment as well as a Schoolwide Instructional Practices Summary (SWIPS) to provide baseline data on the schools program. DataWorks will also work with the school in developing their grant proposal. The high priority schools grant is a three year grant that will provide approximately \$180,000 per year for three years beginning with the 2007/08 school year. This agenda item needs to be ratified due to the deadline for submitting the grant and completing the work with the outside entity, DataWorks.

RATIONALE: The High Priority Schools Grant (HPSGP) requires that schools contract with an outside entity to assist them in evaluating the school and developing improvement plans. DataWorks has worked with other schools on similar grants and has the knowledge and experience to assist Central School in this process. In addition, they will support the continued implementation of direct instruction that Central School has already begun. This supports Strategic Goals #1 (Relevant and Meaningful Curriculum) and Strategic Goal #2 (Quality and Effective Learning Environment).

FUNDING: Payment to be made in three installments, total not to exceed \$37,000, paid by the HPSG Planning Grant

RECOMMENDATION: Ratify Service Agreement for DataWorks Educational Research to Serve as the Outside Entity for Central Elementary School in the High Priority Schools Grant Application.

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



"Helping teachers ... so students learn more and learn faster"

Central Elementary High Priority School Grant Planning Contract

Date of Contract: October 30, 2006	P.O.#
Name of School: Central Elementary	Name of District: Tracy Unified
Address: 1370 Parker Ave Tracy, CA 95376	Address: 1875 West Lowell Ave Tracy, CA 95376
Telephone #: 209-831-5300	Telephone: 209-830-3200
Fax #: 209-831-5309	Fax #:
Principal: Nancy Link	Contact Person:
Email: nlink@tusd.net	Email:

☒ Send Contract to School

☐ Send Contract to District

This is a contract between Central Elementary and DataWORKS Educational Research for services. Contract #2189

DataWORKS will serve as an external entity to facilitate the development of a High Priority Schools Grant Program (HPSGP) application. DataWORKS will focus on the collection, analysis of data, the writing of the School Action Plan, and the implementation budget. DataWORKS will follow the state's investigation and plan writing process as defined in their "GUIDANCE and APPLICATION for 2006 Cohort 2 Grantees" viewable at (<http://www.cde.ca.gov/fq/fo/r15/hp06rfa.asp>).

DataWORKS has extensive experience in school reform planning having developed over 100 plans. DataWORKS is registered as a School Assistance and Intervention Team (SAIT) provider and External Evaluator with the California Department of Education (CDE).

The following steps will be executed to complete the HPSGP application for submission to the CDE:

1. **Collect Data.** Data will be collected in the following areas: STAR results, student classroom work samples (Curriculum Calibration), classroom observations (School Wide Instructional Practices Summary), Academic Program Survey, District Assistance Survey, English Learner Subgroup Self Assessment (if required), Least Restrictive Environment Self Assessment (if required), and any other information that could add insight into removing barriers to student achievement.

The school will form a School Site Council (if none exists) and assign it with oversight responsibility during the HPSGP process.

The district will form a District/School Liaison Team to facilitate completion of the District Assistance Survey and to provide district/school communication.

The school will provide information necessary to complete the Academic Program Survey.

DataWORKS Educational Research

116 S. 7th Street, Fowler, CA 93625 • (800) 495-1550 • www.dataworks-ed.com

HPSG planning contract Central Es 10 30 06.doc Page 1 of 7

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The school will provide written notices to all parents informing them of the school's participation in the HPSGP and to invite them to a public meeting regarding the program.

DataWORKS will conduct the public meeting to inform parents and community members about the HPSGP, to describe the methods to be used, and to solicit their input on ways to improve school performance.

The district will provide a copy of the STAR data files for the past two years to DataWORKS.

DataWORKS personnel will schedule on-site visitation days for classroom observations to accomplish the School Wide Instructional Practices Summary (SWIPS).

The school will collect one week of student work and send it to DataWORKS for analysis of the alignment of student assignments to state content standards, a process called Curriculum Calibration (CC).

2. **Analyze Data.** DataWORKS will analyze the data collected to prepare data-driven findings. DataWORKS will conduct meetings to present the findings to the School Site Council and to the school staff.
3. **Develop School Action Plan.** DataWORKS—working collaboratively with the School Site Council, the District/School Liaison Team, and with input from teachers—will develop strategies to address the findings.
4. **Prepare Plan for Submission.** DataWORKS will write the School Action Plan for submission to the state ensuring that it includes the required HPSGP elements. DataWORKS will facilitate the creation of a budget to implement the plan based on grants of \$400 per student per year.

Proposed Timeline

<u>By July 2006</u>	District creates District/School Liaison Team
<u>By August 2006</u>	School contracts with external entity
_____	STAR data from CD-ROMs sent to DataWORKS
_____	School creates School Site Council (SSC) leadership team
_____	School mails notices to parents
_____	DataWORKS conducts public meeting with parents (DataWORKS onsite)
<u>By October 2006</u>	School completes Academic Program Survey (APS)
<u>By October 2006</u>	District completes District Assistance Survey (DAS)

DataWORKS Educational Research

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HPSG planning contract Central Es 10 30 06.doc Page 2 of 7

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Educational Research

"Helping teachers . . . so students learn more and learn faster"

- By October 2006 Complete English Learner Subgroup Self Assessment (if required)
- By October 2006 Complete Least Restrictive Environment Self Assessment (if required)
- _____ First meeting of DataWORKS, School Site Council (SSC), and District/School Liaison Team (DSLTL) to review grant requirements, existing conditions, reform approaches, and STAR data (onsite)
- _____ DataWORKS meets with teachers after school to review High Priority process, classroom observations (SWIPS), and collection of student work (CC) (onsite)
- _____ DataWORKS conducts classroom observations (SWIPS) onsite
- _____ Teachers collect five days of student work and ship to DataWORKS (CC)
- _____ Second meeting of DataWORKS and School Site Council to present findings to Council and then to teachers (onsite)
- _____ Third meeting of DataWORKS and Site Council to finalize School Action Plan, Assessment Table, Evaluation Plan, and budget.
- By December 2006 Submission of final plan by DataWORKS to Leadership Team
- _____ Approval of plan by school board
- January 12, 2007 Submission of plan to the state (CDE)
- _____ School Site Council to monitor School Action Plan implementation

Components for HP Planning Process

Component	Description	Schedule	Job #	Presenter (subject to change)
Intensive Star	<p>DataWORKS will provide an Intensive STAR student achievement evaluation from district-provided STAR data and student roster data.</p> <p>DataWORKS will prepare binders with tables and graphs measuring student achievement in Reading/Language Arts and Mathematics. Data disaggregations will be provided by Grade, Title I, Indian Ed, LEP, Special Education, GATE, Ethnicity, Parent Education, and Gender.</p>	<p>Presentation Date: Nov. 13, 2006</p> <p>Time: 11:00am-1:00pm</p>	7296	John Hollingsworth

DataWORKS Educational Research

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HPSG planning contract Central Es 10 30 06.doc Page 3 of 7

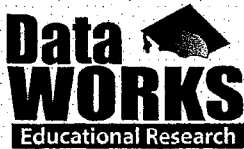
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Component	Description	Schedule	Job #	Presenter (subject to change)
Curriculum Calibration Collection Student work collection with after school staff development	Curriculum Calibration measures the alignment of collected student assignments to state standards. An after school presentation is made to the staff including the results, calibration of samples, and an introduction to practices to teach the standards to all students.	Collection Date: Nov. 13-17, 2006 Presentation Date: Dec. 4, 2006 Audience Qty: TBD Location: Central Elementary Time: 2:00pm-4:00pm	7289	John Walkup
School-wide Instructional Practices Summary (SWIPS)	Do classroom observations of instructional practices with a presentation of results to the staff. Measures Time on Task (TOT), use of effective lesson components, EL strategies, cognitive strategies, higher order questioning, etc.	Observation Dates: Nov. 8, 9, 13, 14, 2006 Presentation Date: Dec. 4, 2006 Audience Qty: TBD Location: Central Elementary Time: 2:00pm-4:00pm	7290	Linda Hale John Walkup
Academic Program Survey (APS)	School to complete the following components of the APS for DataWORKS: 1. Use of SBE-adopted instructional materials 2. Instructional time 3. Principals' instructional leadership training Assembly Bill (AB) 430 training 4. Fully credentialed teachers and teacher participation in AB 466 training 5. Student achievement monitoring system 6. Monthly teacher collaboration by grade level 7. Lesson and course pacing schedule 8. Fiscal support	Date: TBD		

Component	Description	Schedule	Job #	Presenter (subject to change)
District Assistance Survey (DAS)	District to complete the following components of the DAS for DataWORKS. 1. Standards-based Curriculum, Instruction, and Assessment 2. Professional Development 3. Human Resources 4. Data Systems/Data Analysis/Ongoing Monitoring 5. Parent and Community Involvement 6. Fiscal Operations 7. Governance and Leadership	Date: TBD		
English Learner's Subgroup Self Assessment (if required)	District to complete the English Learner's Subgroup Self Assessment (ELSSA) and submit it to DataWORKS. The ELSSA is designed to serve as a technical assistance tool for the Local Educational Agency (LEA) in analyzing and addressing program services as part of the process of preparing their School Action Plan. LEAs should address the attainment of academic standards for the English learner (EL) subgroup as well as their program to meet English-language proficiency objectives.	Date: TBD		
Least Restrictive Environment Self Assessment (if required)	District to complete the Least Restrictive Environment (LRE) assessment. The LRE is a self-assessment tool to help districts examine their practices in supporting educational options for students with disabilities. This tool is recommended for use by districts whose Special Education students failed to make Adequate Yearly Progress (AYP).	Date: TBD		

Meetings and Planning

Meetings	Description	Schedule	Job #	Presenter (subject to change)
First Meeting	DataWORKS, School Site Council, and District/School Liaison Team gather to review grant requirements, existing conditions, reform approaches, and STAR data (onsite).	Date: Nov 13, 2006 Audience Qty: TBD Location: Central Elementary Time: 11:00am-1:00pm	7293	John Hollingsworth
Teacher Meeting	DataWORKS meets with teachers after school to review High Priority process, classroom observations (SWIPS) and the collection of student work (CC) (onsite).	Date: Nov. 7, 2006 Audience Qty: TBD Location: Central Elementary Time: 3:00pm-4:30pm	7292	Mario Cuadra
Public Meeting	School to notify parents of the school's involvement with the HP grant and to invite them to the public meeting. DataWORKS is to conduct a public meeting with parents and community to review the HP process.	Date: Nov. 8, 2006 Audience Qty: TBD Location: Central Elementary Time: 6:00pm-7:30pm	7291	Mario Cuadra
Second Meeting	DataWORKS and SSC meet to review findings uncovered during the investigation and to develop solutions to address the findings. This includes a presentation to staff after school.	Date: Dec, 4, 2006 Audience Qty: TBD Location: Central Elementary Time: 11:00am-1:00pm	7294	John Walkup



"Helping teachers ... so students learn more and learn faster"

Third Meeting	DataWORKS and SSC meet to finalize the School Action Plan, Assessment Table, Evaluation Plan, and budget.	Date: Dec. 12, 2006 Audience Qty: TBD Location: Central Elementary Time: 11:00am-2:00pm	7295	Gordon Carlson
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Cost for HPSGP Planning Process Requirements: \$37,000 per school

Billings are to be made in three stages: one-third upon completion of parent meeting and first meeting; one-third upon presentation of second meeting; final one-third upon submission of School Action Plan in the third meeting to the CDE. Please send your purchase order for billing purposes and we will send you a Contract ID.

Please sign both originals and return one to DataWORKS.

Accepted by:

Martha Aguilar 10-30-06
DataWORKS Ed. Authorized Signature Date

Cary Carlson 11/2/06
School/District Authorized Signature Date

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California, 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between the Tracy Unified School District, hereinafter referred to as "District", and Data Works Educational Research 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: Serve as the outside entity for the High Priority Schools Grant (HPSG) for Central Elementary School. This service will include conducting a Curriculum Calibration (CC) and Schoolwide Instructional Practices Summary (SWIPS) to provide baseline data as well as assistance in completing the HPSG application.

2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of 4 days of classroom observation (Nov. 8, 9, 13, 14) and four meetings with staff/parents (Nov. 7, 8, 13 and Dec. 4) () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Central Elementary School.

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

- a. District shall pay \$ \$37,000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of _____. 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. 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 the agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] THREE PAYMENTS 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 the 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 term of the agreement shall commence on November 1, 2006 and shall terminate on June 30, 2007.

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

6. Contractor shall contact the District's designee, Carol Anderson-Woo at (209) 831-5214 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

of loss, damage or injury to person(s) or property resulting from, or caused by, contractor's services 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, 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 in any such action, suit of legal proceedings or the result thereof. Nothing herein provide shall be construed to require Contract 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 the Contractor.
9. Contractor certifies that his or her current employee, 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) (John Hollingsworth)

Social Security Number (2)

Date

President

Title

DataWorks

Address

6651 S. McCall Ave.

Fowler, Ca. 93625

Carol Anderson-Woo

Tracy Unified School District

June 2, 2006

Date

Director of Continuous Improvement

Title

(\$37,000)

Account Number to be Charged (HPSG-Central School))

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: November 14, 2006
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Szostak, Scott

Baker, Janis

Toback, Louise

CERTIFICATED

Social Science (Replacement)
Willow Day School
Class III, Step 3 \$42,167
Funding: General Fund

1st Grade (Replacement)
Jacobson Elementary
Class I, Step 1 \$40,276
Funding: General Fund

K-5 50% (New) (Temporary)
North School/YRE
Class VI, Step 11 \$17,161 @ 50%
Funding: General Fund

BACKGROUND:

Abreu, Julie

Anaya, Mayra

Bugarin, Roxana

Burgess, Janine

Burgstrom, Pamela

Cammons, Christine

Davis, Kimberly

Eddy, Kirstin

CLASSIFIED

Clerk Typist I (Replacement)

Tracy High School

4 hours per day

Range 23, Step E - \$13.38 per hour

Funding: General Fund

School Supervision Assistant (Replacement)

West Park Elementary

2 hours per day

Range 21, Step A - \$10.63 per hour

Funding: General Fund

Migrant Education/Instructional Aide (Replacement)

West Park Elementary

4 hours per day

Range 24, Step A - \$11.37 per hour

Funding: IASA Title I 30% & EIA 70%

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

Jacobson Elementary School

4.5 hours per day

Range 24, Step A - \$11.37 per hour

Funding: Special Ed

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

Art Freiler School

6 hours per day

Range 24, Step E - \$13.70 per hour

Funding: Special Ed

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

Hirsch Elementary School

3 hours per day

Range 24, Step B - \$11.91 per hour

Funding: Special Ed

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

Art Freiler School

6.25 hours per day

Range 24, Step B - \$11.91 per hour

Funding: Special Education

Food Service Worker (Replacement)

Williams Middle School

3 hours per day

Range 22, Step B - \$11.37 per hour

Funding: Child Nutrition School Program

Hernandez, Andrea	<p>Clerk Typist I (Replacement) DEC – Continuous Improvement (Ed Services) 8 hours per day Range 23, Step A - \$11.13 per hour Funding: IASA – Title I 50% & School and Library Grant 50%</p>
Hsu, Shiu Mei	<p>I.E.P. Para Educator I (New) Hirsch Elementary School 3 hours per day Range 24, Step A - \$11.37 per hour Funding: Special Education</p>
Johnson, Pamela	<p>Bus Driver/Custodian (Replacement) Transportation/Maintenance & Operations 8 hours per day Range 36, Step A - \$15.02 per hour + ND Funding: General Fund 50% & Transportation Special Ed 50%</p>
Koski, Karen	<p>Para Educator I (Replacement) North School 6 hours per day Range 24, Step A - \$11.37 per hour Funding: General Fund</p>
Lewis, Debbie	<p>Clerk Typist II (Replacement) Jacobson Elementary School 4 hours per day Range 27, Step A - \$12.21 per hour Funding: General Fund</p>
Mesones, Maria	<p>Special Ed Para Educator I (Replacement) Tracy High School 6 hours per day Range 24, Step A - \$11.37 per hour Funding: Special Education</p>
Morelos, Marisol	<p>Para Educator I (New) North School 5 hours per day Range 24, Step A - \$11.37 per hour Funding: IASA – Title I</p>
Murphy, Ruth	<p>Bus Driver/Custodian (New) Transportation/Maintenance & Operations 8 hours per day Range 36, Step A - \$15.02 per hour + ND Funding: Transportation/Special Ed - 50% & General Fund- 50%</p>

Naasko, Mary

I.E.P. Para Educator (Replacement)
Monte Vista Middle School
6 hours per day
Range 24, Step A - \$11.37 per hour
Funding: Special Ed

Romines, Gloria

Food Service Worker (Replacement)
South School
2.5 hours per day
Range 22, Step A - \$10.86 per hour
Funding: Child Nutrition School Program

Vogel, Maria

Food Service Worker (Replacement)
McKinley School
1 hour per day
Range 22, Step D - \$12.48 per hour
Funding: Child Nutrition School Program

Wootten, Julie

I.E.P. Para Educator I (New)
Bohn School
5.5 hours per day
Range 24, Step A - \$11.37 per hour
Funding: Special Education

Zaragoza-Hernandez, Sandra

Food Service Worker (Replacement)
Delta Island School
2.5 hours per day
Range 22, Step A - \$10.86 per hour
Funding: Child Nutrition School Program

BACKGROUND

Rios, Athena

MANAGEMENT

Elementary School Secretary
McKinley Elementary School
8 hours per day
Range 8, Step A - \$18.26 per hour
Funding: General Fund

BACKGROUND

Carlos, Ed

COACHES

Varsity Wrestling Coach (Replacement)
West High School
Stipend: \$4,669.00

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assist. Supt. of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: November 14, 2006
SUBJECT: Accept the Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Brassesco, Michelle LSH - Resigning .4 FTE Only	DEC	October 30, 2006	Personal
Davis, Roland	Monte Vista	November 10, 2006	To Accept Assistant Principal Position/TUSD

CLASSIFIED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Diaz, Indelisa Food Service Worker	South/West Park	11/03/2006	Personal
Mullaney, Dee Food Service Worker	Williams	10/13/06	None Given

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

Prepared by: James Mousalimas, Assist. Supt. of Human Resources



BUSINESS SERVICES MEMORANDUM

To: Jim Franco Ed. D., Superintendent
From: Casey Goodall, Assistant Superintendent
Date: November 2nd, 2006

Subject: Authorize the Director of Transportation to Bid and Award the Purchase of Two Maintenance Vehicles for the Maintenance Department HVAC Team and One New Food Service Delivery Vehicle

BACKGROUND: The Maintenance Department is responsible for maintaining all school sites and District buildings including Heating, Ventilation, and Air Conditioning Equipment (HVAC). On October 10th, 2006, the Board of Trustees authorized funds to be used to create two additional temporary positions to perform preventive maintenance on equipment to ensure that at least 98% of all HVAC equipment is operational at all times and that inoperable equipment is repaired within 24 hours of the time it is reported.

As part of the funding approved on October 10th, it was anticipated the team would require one additional vehicle to allow the HVAC technicians to transport personnel, tools and equipment to sites to conduct their work.

In addition, the vehicle currently used by the filter replacement crew is a 1989 model which was recently grounded due to the severity of repairs needed to keep it operational. These repairs would include engine replacement, exhaust system replacement, and lift gate replacement, which would cost approximately \$4,000. Staff recommends replacing this vehicle rather than repairing it, because it is aged vehicle which meets the criteria for replacement outlined in Board Policy 3541.6. This second vehicle will be funded from the same dollars authorized by the Board on October 10th, 2006. The additional funds are available because the planned positions were not filled from July 1 through September 30th.

A third vehicle is also recommended for replacement. The Food Service vehicle is a 1991 year model. It meets the criteria for replacement under Board Policy 3541.6. Due to the weight of this truck, it requires a Class B driver license. The Food Services Department has often has problems finding substitute drivers qualified to

drive this truck. When absences occur, the Food Services Department is often dependent on grounds, transportation, and custodial employees to find a qualified driver. The existing vehicle would be traded in. The new truck would not require a Class B license.

RATIONALE: To ensure the Maintenance Department has adequate vehicles to properly operate the new HVAC crew and Food Services have adequate vehicles of the appropriate type that do not require specialized licenses to deliver food to TUSD school sites. Replacement of the Food Services vehicle will make for less impact on other departments and make it simpler to find substitutes for absences.

This Board Agenda item meets strategic goal #8.

FUNDING: The total cost of two new Maintenance Department vehicles will not exceed \$60,000. This will be a one-time cost and will be funded from the \$150,000 already approved on October 10th, 2006. The Food Service truck will be paid from the Food Services Reserve account.

RECOMMENDATION: Authorize the Director of Transportation to Bid and Award the Purchase of Two Maintenance Vehicles for the Maintenance Department HVAC Team and One New Food Service Delivery Vehicle

Prepared by: Casey Goodall, Assistant Superintendent of Business Services; John Heerema, Director of Transportation, Bill Willner, Director of Building Maintenance.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent

FROM: Dr. Casey Goodall, Associate Superintendent, Business Services

DATE: October 26, 2006

SUBJECT: Consider Claim No. 1-0607 TUSD

BACKGROUND: On or about October 9, 2006, a claim was received by the Tracy Unified School District in which the claimant, by and through his parents and guardians, states that a loss or injury occurred on or about March and April of 2006. The alleged injury/incident occurred while the claimant was in class on the premises of Bohn Elementary School. The District's insurance providers reviewed the claim and a Notice of Insufficiency was mailed to the claimants for the following reasons:

- a. The claim submitted was not on the claim form provided by the District
- b. The date(s) of the occurrence(s) was not specified.

On October 16, 2006, a District claim form was requested to be sent, via facsimile, by the claimant's attorney. A District Claim form was then faxed to the claimant's attorney on October 16, 2006.

On or about October 25, 2006, a second claim was received by the Tracy Unified School District from the claimants by and through their attorney. The claim states that a loss or injury occurred from September 2002 through April 2006.

The claim was again reviewed by the District's insurance providers and a rejection/denial of this claim by the Board of Trustees was recommended.

The amount of the claim is noted as \$5,000,000.00.

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.

This agenda item meets Strategic Goal #2 – Create a Quality and Effective Learning Environment for All Students.

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

RECOMMENDATIONS: All claims April 19, 2006 and after are hereby denied/rejected. All claims prior to April 19, 2006, are to be returned as late.

Prepared by: Catherine A. Lyons, Secretary to the Associate Superintendent for Business Services.



Business Services Memorandum

TO: Dr. Jim Franco, Superintendent
FROM: Dr. Casey Goodall, Assistant Superintendent for Business Services
DATE: October 27, 2006
SUBJECT: Acknowledge Revision to the Food Service Administrative Regulation AR3553 – Free/Reduced Priced Meals
1st reading

BACKGROUND: In accordance with Education and Government Codes, Boards of Education are required to maintain policies and regulations that provide direction and oversight to the District. In March, 2006, the Board adopted the revisions to Board Policy BP3553 and Administrative Regulation AR 3553 for Free/reduced meals to reflect current practices and update designees authorized to use free/reduced information for education purposes as defined in the policy. The designee's title was the Director of Curriculum, Accountability, and Special Projects. The District has changed the title to the Director of Curriculum, Accountability and Continuous Improvement.

RATIONALE: The attached administrative regulation is being presented to the Board from the Food Services Department.

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

FUNDING: No costs will be incurred

RECOMMENDATION: Acknowledge Revision to the Food Service Administrative Regulation AR3553 - Free/Reduced Priced Meals
1st Reading –

Prepared by: Paula Weeks, Director of Food Services

Free and Reduced Priced Meals**A. Purpose and Scope**

To provide guidance and direction to establish policies for the district's plan for students receiving free or reduced price meals and ensure that students receiving free reduced priced meals are not treated differently from other students or easily identified by their peers.

B. General

The board policies, site food service handbook, and the Food Service Policy and Procedure manual will include procedures to ensure procedures for determining eligibility for free/reduced meals and procedures to ensure confidentiality of student information.

C. Forms used and Additional References

Meal Applications and letters to the parents are available in the Food Services Office located at the District Education Center and also at the school sites.

D. Procedure

The district's plan for receiving free or reduced price meals shall ensure the following:

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and Breakfast Program, unless otherwise provided by law.
2. The district uses a computerized point of sale program that insures there is no overt identification of any of the students.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price.

Applications

An application form for free or reduced price meals shall be available to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures, and appeal procedures. This form and information shall also be provided whenever a new student is enrolled.

Applications for free or reduced price meal programs shall be available to students at all times during the regular school day and shall contain the following statements:

Free and Reduced Priced Meals

1. Applications for free or reduced price meals may be submitted at any time during a school day.
2. Students participating in the National School Lunch and School Breakfast Programs will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

The application packet also shall contain:

Confidentiality/Release of Records

The Governing Board designates the Director of Curriculum, Accountability, and Continuous Improvement to approved the release of individual records/names pertaining to student participation in the free or reduced price meal program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

In using of the records for such purposes, the following conditions shall be satisfied:

1. No individual indicators of participation in the free or reduced price meal program shall be maintained in the permanent records of any student if not otherwise allowed by law.
2. Information regarding individual student participation in the free or reduced price meal program shall not be publicly released.
3. All other confidentiality provisions required by law shall be met pursuant to state and federal laws and guidelines.
4. Information collected regarding individual students certified to participate in the free or reduced price meal program shall be destroyed when no longer needed for its intended purpose.

Board Adopted 3/14/06



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: *SA* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
Date: October 19, 2006
Subject: Approve Tracy Unified School District's Comprehensive Guidance Counseling Program Plan with the Addition of the Supplemental Counseling Program Requirements

Background: During the 2001-2002 school year, district counselors worked to create a comprehensive guidance counseling program plan. Counselors studied information from the Missouri comprehensive counseling plan and created a similar model for Tracy. The Missouri model is being adopted throughout California as the best practices in counseling. In creating the plan, counselors were able to set goals for the district counseling programs and to identify gaps in the current programs. In 2002, the Board of Trustees acknowledged the District's Comprehensive Guidance Counseling Program Plan.

Rationale: The comprehensive guidance counseling program plan will serve as the ideal state of counseling for Tracy's students. The attached action plans show steps that can be taken to improve counseling in all domains and to strive to offer students the best services and practices. Although some aspects of the plan face fiscal barriers, many aspects can be achieved through concerted efforts of schools and counselors. The Comprehensive Guidance Counseling Program Plan has been revised to reflect the requirements of AB 1802 and SB 1131. This agenda item meets Strategic Goal #2- Create a Quality and Effective Learning Environment for all Students

Funding: Not applicable

Recommendation: Approve Tracy Unified School District's Comprehensive Guidance Counseling Program Plan with the Addition of the Supplemental Counseling Program Requirements

Prepared by: Rebecca Frame, Director of Student Services & Curriculum

TRACY UNIFIED SCHOOL DISTRICT'S

GUIDANCE COUNSELING PROGRAM

Introduction

The Tracy Public Schools Guidance Counseling Program Model has been developed to help ensure that each school offers a Guidance Counseling Program that will address the developmental needs of all K-12 students. Guidance is an integral and crucial component of the total educational program and serves as a major link in the achievement of the mission of the school system. School counselors, and the programs for which they are responsible, have the potential to make a tremendous impact on the lives of students throughout our school system. If school counselors are to reach all students in our schools, and if they are going to provide maximum program benefits for them, they must begin to redirect their efforts. We need to move from an out-dated guidance system to a comprehensive guidance program employing comprehensive and proactive strategies for program implementation and program accountability.

Educated professionals cannot afford to depend solely on the child's family to attend to all of their developmental needs. It is essential that parents, students, counselors, teachers, administrators and community resource persons combine their efforts through the Guidance Counseling Program to address student needs in the areas of personal, educational, career and social development.

The Guidance Counseling Program helps assure that guidance program efforts reach all students, that guidance is viewed as a program with specific content and that program accountability is achieved.

Providing a Guidance Counseling Program for all students is a function of every member of the educational team, however the school counselor has the primary responsibility for leadership.

DOMAINS OF A GUIDANCE COUNSELING PROGRAM

- Personal Academic Development: The academic standards serve as a guide for the school counseling program to implement strategies and activities that support and maximize student learning.
- Education/Career Development: Program standards for career development serve as a guide for the school counseling program to provide the foundation for acquiring the skills, attitudes, and knowledge that enable students to establish a successful transition from school to the world of work.

- Career/Social Development: Program standards for personal/social development serve as a guide for the school counseling program to provide the foundation for personal and social growth which contributes to academic and career success.

COMPONENTS OF GUIDANCE COUNSELING PROGRAM

The Guidance Counseling Program is designed to meet the needs of all students by helping them to acquire competencies in knowledge of personal, educational, career, and social development. These goals are addressed through a program that consists of:

1. Guidance Curriculum
2. Individual Planning
3. Responsive Services
4. System Support

MISSION

To provide a comprehensive guidance program that will assist students in acquiring the skills, knowledge, and attitude needed to become effective learners, responsible citizens, productive workers, and lifelong learners.

PHILOSOPHY

The Tracy Public Schools adheres to :

- The belief that the guidance program is an essential and integral part of the overall educational process.
- The belief that certain personal, educational, career, and social objectives are attainable when guidance for all students is provided.
- The belief that growth and learning are developmental; therefore guidance must be developmental and sequential.
- The belief in the unique capabilities of each individual, in the ability of all people to grow and learn, and in the dignity and worth of every student.
- The belief that a guidance counseling program begins in pre-school and continues throughout life.

GOALS

The Tracy Guidance Counseling Program Model, when fully implemented, will provide:

1. A guidance program that reaches all students.
2. A programmatic approach to guidance that includes the four domains.
3. Accountability for guidance programs through annual reports and evidence of a quality program.
4. Identification and achievement of student competencies through the guidance program.

REWARDS OF A GUIDANCE COUNSELING PROGRAM

Benefits for Students

- Includes all students
- Centers on student needs
- Seeks student input via surveys
- Encourages more interaction among students
- Provides a Developmental and Preventive focus
- Promotes knowledge and assistance in career exploration and development
- Enhances life-coping skills
- Develops decision-making skills
- Increases knowledge of self and others
- Broadens knowledge of our changing world
- Increases opportunities for counselor-student interaction
- Develops a system of long-range planning for students

Benefits for Parents

- Encourages input of parents
- Encourages out-reach to parents
- Provides support for parents regarding each child's educational development
- Increases opportunities for parent/counselor interaction
- Enables parents to obtain resources when needed
- Assures parents that all children will receive support from the guidance program

Benefits for Teachers

- Provides accessible curriculum ideas
- Encourages teacher input
- Promotes counselor as a source of help
- Encourages positive, supportive working relationships
- Provides a team effort to address key skills and core competencies
- Defines the role of the counselor as an educator

Benefits for Administrators

- Provides a clearly defined role and job description for the counselor
- Encourages administrative input and involvement
- Provides process and procedures for meeting school goals
- Provides program structure with specific content
- Provides a means of evaluating the guidance program (accountability)
- Enhances the image of the guidance program in the community

Benefits for the Board of Education

- Encourages Board of Education input
- Encourages greater school-community partnership
- Provides a link to the system's goals and objectives
- Provides a rationale for including a comprehensive guidance program in the school system
- Provides program information to system patrons
- Provides a basis for resource allocation
- Provides ongoing data relative to the attainment of student competencies through the guidance program

Benefits for Business, Industry, and Labor

- Encourages input from business, industry and labor
- Provides increased opportunity for collaboration among counselors and business partners, industry, and labor
- Enhances the role of the counselor as a resource person
- Increases opportunities for business, industry and labor to participate actively in the total school program
- Provides a potential work force with decision-making skills, pre-employment skills and increased worker maturity

Benefits for Guidance Personnel

- Provides system level assistance in implementation process
- Places guidance in the mainstream of the local curriculum planning process
- Provides a clearly defined role and responsibilities
- Eliminates non-guidance functions
- Offers the opportunity to reach all students
- Provides a tool for guidance program improvement and management
- Outlines clearly defined responsibility for specific student competencies
- Addresses the guidance program standards in the Guidance Program Plan

COUNSELOR'S ROLE

A counselor's time should be spent providing guidance and counseling services that are part of a developmental, comprehensive system. These services include a planned curriculum of guidance, individual planning, responsive services, and system support. These program components include:

Curriculum:	Structured groups and classroom presentations
Individual Planning:	Advisement, assessment, placement and follow-up
Responsive Services:	Individual counseling, small group counseling, consultation, and referral
System Support:	Management activities, consultation, community outreach and public relations

The primary role of guidance and counseling is to facilitate academic achievement. To this end, students and their families need and should expect:

1. encouragement and support
2. facilitation in personal growth and self-esteem
3. help in overcoming obstacles to high achievement and success in school
4. information about educational and career options
5. direction in selecting academic programs
6. appropriate referrals to community resources

The extent to which these expectations are met will influence student levels of achievement, drop out rates, attendance, behavior and students' preparation for becoming contributing adult members of their communities.

Elementary School

At the elementary level, guidance personnel help students learn the skills and attitudes required for school success. They emphasize decision-making and early exploration of career and educational goals. Strong emphasis is placed on self-awareness, self-esteem and good interpersonal relationships.

Middle/Junior High School

During middle/junior high school, the counselors' concerns shift to the changing needs of the young adolescent. The guidance staff focuses on the need to establish, identify and balance academic, career, and social demands during this tumultuous period. Efforts implemented in elementary schools are continued and expanded. Counselors emphasize planning for the transition to high school and work with students to combine knowledge of their interests, aptitude and academic skill into the formation of a four-year/six-year plan for high school and beyond.

High School

The guidance program in high school builds on the goals of the elementary and middle/junior high school. The program helps students apply what they have previously learned and move toward increased understanding and additional knowledge. Guidance activities help students become responsible adults. Developing realistic and fulfilling life plans are predicated on their understanding of themselves and the world. Four-year/six-year plans are reviewed and revised. Competency in decision-making is stressed. Career planning is refined, and personal responsibility is emphasized.

STRUCTURAL COMPONENTS

Facilities

To implement a comprehensive guidance program, a guidance center should be established in each school. The guidance center needs to be large enough to adequately house all of the program's personnel, resources, and equipment. The guidance center should be accessible to all students including those with disabilities. The minimum requirements for the guidance center are:

1. A private office for each counselor that should be properly equipped, including telephone and locked files.
2. A well-organized and displayed collection of developmentally appropriate guidance resource materials and equipment.
3. Adequate space for individual counseling and small or large groups.
4. Adequate storage space.

Facilities that meet these minimum requirements will increase program effectiveness, adding strength to the comprehensive guidance program.

System-wide Guidance Resource Center: A guidance resource center should be established and staffed in a central location. Hours of operation should be convenient for use by counselors, teachers, students and parents. Materials should be displayed in the most attractive manner, and should be of sufficient quantity to be available to everyone. The K-12 materials, software, books, and kits should be available for check-out.

Staffing Pattern

Staffing patterns refer to the organizational model for guidance personnel. An organizational chart for system guidance personnel is recommended. It should include:

1. The identity of each counselor employed within the system and their caseload compared to the state standards for counselor/pupil ratio. Recommendations should be made to correct disparity in counselor/pupil ratio throughout the district.
2. Adequate secretarial and clerical support personnel assigned to counselors to assure effective program delivery.

3. Equitable assignment of student caseload among counselors in each school.
4. Counselor/Administrative relationships in the organizational chart.
5. School Guidance team can include a head counselor.
6. A district guidance department with a person assigned to coordinate the guidance program for the district (system). Central coordination ensures that program planning, design, implementation and evaluation take place in a timely and effective manner.

Budget

The guidance program budget should be included annually in the district as well as each school budget planning process to ensure for adequate resources to implement and effectively manage the program. Only those items pertinent to the current guidance program, and which reflect the resource needs fundamental to achieving the objectives in each of the four program components, should be included. It is imperative that counselors make their funding needs known at both the school and district level.

Educational/Social Outcomes

When school personnel understand the purpose of the guidance program, they realize that the goals of education and the goals of a comprehensive guidance program are congruent. Principals, counselors, and teachers are most effective in promoting the cognitive, emotional and social development of students when they are sensitive to both the distinct and common elements of their roles. Mutual respect for, and understanding of, the professional competencies and contributions that each bring to the school setting will enable principals, counselors, and teachers to implement a comprehensive guidance program which becomes a part of the school's total educational program.

PROGRAMMATIC COMPONENTS

The Programmatic Components are the foundation of the program and include Guidance Curriculum, Individual Planning, Responsive Services, and System support. They provide the processes by which the program is delivered. They are the grouping around which activities are organized.

The K-12 guidance curriculum consists of structured-developmental activities presented systematically and sequentially through classroom and group activities. The purpose of the guidance curriculum is to provide students at all levels with knowledge of normal growth and development, to promote their positive mental health, and to assist in the attainment of life skills which will lead to their becoming responsible, productive, and successful citizens.

Individual Planning

Individual planning consists of activities that help all students plan, monitor and manage learning as well as personal and career development. Within this component, students evaluate their educational, occupational, and personal goals. The activities are counselor planned and directed which are generally delivered on an individual basis or by working with individuals in small groups. The focus is on individualized and personalized planning by each student.

Responsive Services

Responsive services consist of activities to meet immediate needs and concerns of student through counseling, consultation, referral or information. The component is available to all students and can be initiated by teachers, parents or students. While counselors have special training and skills to respond to these needs and concerns, the cooperation and support of the entire faculty and staff are necessary for implementation.

System Support

System support consists of indirect management activities that establish, maintain, enhance and evaluate the total guidance program. Activities in this component provide support both to the guidance program itself and to the school system as a whole.

Student Benchmarks

STUDENT BENCHMARKS K-5/6

I. Academic Development

- A. Improving study and learning skills
- B. Learning from peers and others about school
- C. Planning for school

II. Career Planning and Exploration

- A. Exploring careers
- B. Understanding how gender relates to school and work
- C. Learning how to use leisure time

III. Personal/Social

- A. Understanding and accepting self and others
- B. Positive decision making

- C. Understanding and getting along with others
- D. Knowing how drugs and alcohol adversely affect self and others
- E. Learning about family responsibilities

STUDENT BENCHMARKS 6-8/9

I. Academic Development

- A. Preparation for job exploration
- B. Improving study and learning skills
- C. Learning from peers and others about school
- D. Planning for school

II. Career Planning and Exploration

- A. Exploring and planning for career
- B. Understanding how gender relates to school and work
- C. Learning how to use leisure time

III. Personal/Social

- A. Understanding and accepting self and others
- B. Positive decision making
- C. Understanding and getting along with others
- D. Knowing how drugs and alcohol adversely affects self and others
- E. Learning about family responsibilities

STUDENT BENCHMARKS 9/10-12

I. Academic Technical Development

- A. Preparation for researching various jobs
- B. Positive decision making
- C. Attaining a job
- D. Improving study and learning skills
- E. Learning from peers and others who have graduated
- F. Planning for career/technical selection and training

II. Career Planning and Exploration

- A. Planning and developing careers
- B. Understanding how gender relates to jobs and careers
- C. Making decisions about college

- D. Planning high school classes
- E. Learning how to use leisure time

III. Personal/Social

- A. Understanding and accepting self and others
- B. Understanding and getting along with others
- C. Knowing how drugs and alcohol adversely affects self and others.
- D. Learning about family responsibilities

District Adopted Guidance Counseling Program and Supplemental School Counseling Program

The governing board of Tracy Unified School District maintains grades 7 to 12 and shall do all of the following:

1) Have credentialed counselors review each pupil's academic and department records at least once in middle school and once in high school. As part of the review a counselor will meet with each pupil and if practicable, the parents or guardian of the pupil, to explain the academic and department records of the pupil, his or her educational options, the coursework and academic progress needed for the satisfactory completion of middle or high school, passage of the high school exit examination and the availability of career technical education. The educational options explained at the meeting shall, if services are available, include college preparatory program and vocational programs, including regional occupational centers and programs and any other alternatives available to pupils within the district.

2) In addition to the counseling services described above, Tracy Unified School District shall identify pupils who are at risk of not graduating with the rest of their class, are not earning credits at a rate that will enable them to pass the high school exit examination, or do not have sufficient training to allow them to fully engage in their chosen career, and shall do all of the following:

Require each school within its jurisdiction that enrolls pupils in grades 10 and 12 to develop a list of course work and experience necessary to assist each pupil in their respective grade that has not passed one or both parts of the high school exit examination and to successfully transition to postsecondary education or employment.

Require each school within its jurisdiction that enrolls pupils in grade 7 to develop a list of coursework and experience necessary to assist each pupil in grade 7 who is deemed to be at the far below basic level in English language arts or mathematics pursuant to California Standards Tests administered to pupils in

grade 6 to successfully transition to high school and meet all graduation requirements, including passing the high school exit examination.

A copy of the list of coursework and experience necessary shall be provided to the pupil and his or her parent or legal guardian. The District ensures that the list of coursework and experience is part of the cumulative records of the pupil.

In addition to the items identified above, the list of coursework and experience for a pupil enrolled in grade 12 shall include options for continuing his or her education if he or she fails to meet graduation requirements. These options shall include, but not be limited to, all of the following:

- (A) Enrolling in an adult education program.
- (B) Enrolling in a community college.
- (C) Continuing enrollment in the pupil's school district.

A copy of the list of coursework and experience necessary shall be provided to the pupil and his or her parent or legal guardian. The school district shall ensure that the list of coursework and experience is part of the cumulative records of the pupil.

The district requires each school within its jurisdiction to offer and schedule an individual conference with each pupil identified in 7th, 10th, and 12th grade as being at risk and if feasible his or her parent or legal guardian, and a school counselor. The individual conference shall be scheduled, to the extent feasible, according to the following requirements:

For a pupil enrolled in grade 7, the conference shall occur before January of that school year in which the pupil is enrolled in grade 7.

For a pupil enrolled in grade 10, the conference shall occur between the spring of that school year in which the pupil is enrolled in grade 10 and the fall of the following school year in which the pupil would be enrolled in grade 11. For the 2006-07 school year, the conference shall occur on or before December 31, 2006.

For a pupil enrolled in grade 12, the conference shall occur after November of that same school year.

During the individual conference, the school counselor shall apprise the pupil and his or her parent or guardian of the following:

Consequences of not passing the high school exit examination.

Programs, courses and career technical education options available for pupils needed for satisfactory completion of middle or high school.

Cumulative records and transcripts of the pupil.

Performance on standardized and diagnostic assessments of the pupil.

Remediation strategies, high school courses, and alternative education options available to the pupil.

Information on postsecondary education and training.

The pupil's score on the English language arts or mathematics portion of the California Standards Test administered in graded 6, as applicable.

Funds allocated as part of the Supplemental Counseling Program shall supplement, and not supplant, expenditures made by a school district for school counseling programs.

The District shall submit an annual report in a manner determined by the Superintendent that describes the number and percentage of pupils who participated in conferences and who fail to pass one or both sections for the exit examination, and a summary of the most prevalent results for pupils based on graduation plans developed pursuant to this chapter.

Goal: All students' personal and social growth will be enhanced with resources, services and curriculum.

Objective: Students learn to accept themselves and others.

Activities	Status/Gaps	Person Responsible	Solutions	Evidence
Utilize Conflict resolution peer educators	Currently k-12 students trained as conflict resolution educators	Prevention Services and Counselors	Continue and expand program	5% more students reached per year
Utilize Peer educators for substance abuse, abstinence, tolerance, life in high school, and self development	Currently 6-12 students trained on substance abuse, abstinence, tolerance. No peer educators on life in high school and self-development	Prevention Services and Counselors	Continue current programs and create programs for life in high school and self-development	Peer educators available in all five areas of need
Build library resources	Limited library resources	District Administration and sites	Designate allocation and space for resources	Personal and social growth materials available in all 6-12 libraries and on a school web site
Develop referral services and in house services for specialized needs	Limited resources and referral agencies	District Administration and sites	Increased access to specific counseling	Grief groups, substance abuse groups, social interaction, anger management and personal relationship groups accessible
Develop student lessons on self-esteem, decision making, and personal responsibility	No comprehensive curriculum exists in 6-12 classrooms	Counselors, Health Teacher, Prevention agencies	Allocate funds for curriculum development	Comprehensive curriculum in place
Recruit community speakers on specific topics	Few specialized speakers have been identified	District Administration and Counselors	Curriculum development, use counselor meetings to expand speaker's bureau	On-going and up to date list of speakers
Develop teacher inservices on relevant topics	Survey teachers on needs and develop relevant inservices	Counselors and site personnel	Allocate funds for development of in-services	Survey teachers on effectiveness of inservices

Goal: All students' career awareness will be enhanced through career exploration, planning and development.

Objective: Students gain awareness of careers and higher education.

Activities	Status/Gaps	Person Responsible	Solutions	Evidence
Administer career exploration surveys to all students	Limited access to career surveys exist 9-12 No career surveys are administered 6-8	Teachers, Counselors, & Career Tech	Research select and purchase career exploration surveys 6-12	All 6-12 students take a career exploration survey
Expand career fairs, field trips and guest speakers Supply students first hand information on careers, including non-traditional careers	Some career fairs, limited field trips and no speaker bureau	Counselors, District and Site Administration	Develop a speaker's bureau, allocate resources to sponsor career fairs and field trips	On-going and up to date list of speakers Yearly career fairs Field trips to appropriate job sites
Build Library Resources	Limited library resources	District and Site administration	Designate allocation and space for resources	Career materials awareness in all 6-12 libraries and school web site
Expand opportunity for first hand information on careers through job shadowing and apprenticeships	Limited opportunities	Career tech, counselors, District and Site Administration & Community	Develop job share and apprenticeship opportunities	Ample opportunity for students to job shadow and work in apprentice-ships and gain specific job information
Create 6 year plans for students from 8 th grade to beyond high school which include academic goals, personal goals and time management	Only some high school students have 4 year plans	Counselors and Career Technicians	Allocate appropriate counselor time to develop individual student plans	6 year plans created and reviewed periodically
Expand resume writing and mock interview opportunities for 6-12 students	10 th grade students are required to write a resume, job applications, limited exposure at other grade levels, limited exposure to mock-interviews	Career tech counselor TTIP Community	More access to skill building through resume writing and mock interviews	5% more students participate in mock interviews each year Middle school students receive training in resume writing

Goal: All students' academic development supports and maximizes student learning

Objective: Students set academic goals and understand the relationship of educational achievement to career

Activities	Status/Gaps	Person Responsible	Solutions	Evidence
Create 6 year individualized learning plans for all students grades 8-12	Currently, only 50% of 9-12 students have 4 year plans	Counselor and/or Career Technician	Allocate appropriate Counselor time to develop 6 year plans	6 year plans created and reviewed yearly
Explore, develop and implement on-site resources for tutoring, mentoring, academic self-determination and learning the relationship between academics and careers	Currently all schools have some form of tutoring but funds are limited; a few programs have mentoring; no formalized academic-determination program exists; only high schools have career centers, and little resources exist to teach the relationship between academics and careers	District, site administration, teachers, counselors and support personnel	Identify existing resources Determine gaps Develop and implement programs Create action plan to address these needs	Extensive and effective tutoring resources, school wide mentoring programs. Students would identify academic pathways leading to careers.
Expand and update library resources on careers and post-secondary schools.	Limited and out-of-date Library resources	District and site Administration	Designate allocation and space for resources	Post-secondary and career materials available at 6-12 sites.
Develop school-wide guidance related activities/programs that promote study skills development, time management and decision making	Limited school-wide progress, classroom activities	Counselors Site Administration Teachers	Allocate time and resources to instill study skills and time management/decision making schoolwide and in classrooms	Schoolwide plan exists for study skills and time management and plan is monitored for effectiveness
Sponsor college workshops, (financial aid and scholarship) speakers and visitations	Sufficient resources exist	Counselors Career Technician	Continue and expand current program	Comprehensive calendar for financial aid and scholarship workshop, speakers and visitations is developed <u>yearly</u> and information is available on counseling/career web sites.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: November 3, 2006
SUBJECT: Approve Memorandum of Understanding (MOU) with San Joaquin County Office of Education Teacher Development

BACKGROUND: Board approval is requested for the Memorandum of Understanding between San Joaquin County Office of Education Teacher Development and Tracy Unified Joint Unified School District. Due to difficulties in hiring and retaining qualified Speech/Language Pathologists (SLP), the University of the Pacific has joined together with the San Joaquin County Office of Education in developing a San Joaquin County SLP Evening Program Consortium. The Consortium will offer a 76 unit Speech/Language Pathologist Masters Program to help alleviate the statewide shortage of Speech Pathologists. Tracy would like to enter into a joint agreement with other districts in the San Joaquin County SELPA under this MOU.

RATIONALE: Tracy Unified has experienced SLP shortages for two years. With expected SLP retirements in the coming years, the district would like to retain one slot from this Consortium, providing the tuition and supervision with the expectation of three years employment of the chosen SLP. Districts must offer a continuum of services to students with special needs. This request supports Strategic Goal #2, "Create Quality Learning Environments."

FUNDING: Contract fees of \$45,000 per sponsorship distributed over three fiscal years as outlined in attached payment schedule (Appendix A)

RECOMMENDATION: Approve Memorandum of Understanding with San Joaquin County Office of Education Teacher Development

Prepared by: Nancy E. Hopple, Director of Special Education.

**San Joaquin County Office of Education
Teacher Development
San Joaquin County Speech, Language Pathology Evening Program
Consortium**

I. This Agreement is for the purpose of defining roles and responsibilities for the San Joaquin County SLP Evening Program Consortium named in item II below. This MOU is for Cohort 1 beginning January 2007 through June 2009.

II. The participating districts are:

Escalon Unified School District
Jefferson Unified School District
Lincoln Unifies School District
Linden Unified School District
Manteca Unified School District
Tracy Unified School District
San Joaquin County Office of Education

III. The services to be rendered and the terms and conditions of this agreement are as follows:

A. SJCOE Teacher Development Department shall:

1. Act as liaison between participating districts and UOP.
2. Establish an SLP Program advisory committee.
3. Participate in initial recruitment and selection of candidates.
4. Provide on-going communication, coordination, and technical assistance.
5. Establish UOP program payment schedule; collect and distribute district sponsorship fees (see schedule of payment Appendix A).
6. Maintain records related to sponsorships.
7. Facilitate district/participant intern selection process Spring 2008.

B. Districts shall:

1. Provide up to two representatives to the SLP Program advisory committee.
2. Identify district contact person.
3. Pay fees of \$45,000 per sponsorship distributed over three fiscal years as outlined in attached payment schedule (Appendix A).

4. Provide supervised paid internships SY 2008-2009 per UOP program plan (Appendix B).
5. Participate in SLP intern selection event Spring 2008.

IV. Approval and Modification of the Agreement

Approval of this agreement shall remain in effect from October 2006 through the completion of Cohort One in June 2009.

V. Approval for participating in the San Joaquin County SLP Evening Program Consortium.

The District Governing Board of the Tracy Unified School District District, at its meeting on **November 14, 2006**, agreed to all conditions stated in the above San Joaquin County SLP Evening Program Consortium agreement for the fiscal years 2006-07, 2007-08, 2008-09.

Signed: _____
President, Tracy Unified School District Governing Board
Date: _____

Signed: _____
Superintendent, Tracy Unified School District
Date: _____

Signed: _____
Fredrick A. Wentworth
San Joaquin County Superintendent

District Contact Person : Nancy Hopple, Director of Special Education
Phone: (209) 830-3200 x1451

***M.S. in Speech-Language Pathology
University of the Pacific***

Evening Degree Program

Applicants

- Interested in a Speech-Language Pathology career in an educational setting in San Joaquin County.
- Must have a bachelor's degree (any field) with a minimum upper-division GPA of 3.0; complete the GRE with satisfactory score and pass the CBEST.

Program

- Class Size: Cohort of 15 – 20 students
- Minimum of 76-units of academic coursework at the University of the Pacific.
- 30-month program (beginning January, 2007 with graduation in May, 2009).
- Pacific classes – Tuesday and Thursday evenings – 5:30 – 9:30 p.m.
- Upon completion, graduates will be eligible for CA Clinical Rehabilitative Services – Language, Speech and Hearing credential and CA state license and ASHA national certification in Speech-Language Pathology.

Time Frame

- Promote and recruit students from May – September, 2006.
- Graduate School Applications due: September 30, 2006.
- Pacific faculty selects students and notifies them by October 20, 2006.
- Perform transcript review for admitted students to determine additional non-Pacific courses that may be needed by November 1, 2006; these courses must be completed by April, 2009.
- Orientation – 9:00 a.m. – 4:00 p.m.; Saturday, November 11, 2006
- Classes Begin – Tuesday, January 9, 2007

Assistance from School Districts

- Supervision during clinical experiences (minimum of 50% during evaluations and 25% during therapy.)
- Recruitment of nationally-certified and state licensed public school speech-language pathologists to assist in supervision of cohort students at the University of the Pacific Speech, Hearing and Language Center from July, 2007 – December, 2007. Supervisors will be compensated for additional workload by Pacific.
- Employment opportunities for cohort students (September, 2007 – June, 2008) – classroom aide, substitute teachers, etc.
- Paid fieldwork/externship placements for (September 2008 – May, 2009 – 4-months in pre-school or elementary school setting AND 4-months in junior high and/or high school setting)
- Hire graduates for open Speech-Language Pathology positions beginning in June, 2009

Robert E. Hanyak, Au.D.
Chair, Dept. of Speech-Language Pathology
rhanyak@pacific.edu; (209) 946-3233

APPENDIX A

**San Joaquin County Office of Education
Teacher Development
San Joaquin County Speech, Language Pathology Evening Program
Consortium**

Payment Schedule

Due Date	Fee per Sponsorship
November 15, 2006	\$11,000
November 15, 2007	\$12,000
August 15, 2008	\$22,000



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent for Human Resources *Jm*
DATE: October 26, 2006
SUBJECT: Adopt New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to Be Compliant with CSBA Guidelines – 2nd Reading

BACKGROUND: In March of 2006 an audit was conducted of Board policies and administrative regulations. The audit identified the status of specific policies and regulations, and detailed requirements to bring these documents into compliance with guidelines with the California School Boards Association (CSBA). Recommended changes ranged from adding required policies, to making minor changes, to adopting language already in place, but for which no adoption date is identifiable.

RATIONALE: The attached policies and administrative regulations required minor changes to match CSBA guidelines or merely require formal approval to delineate an adoption date.

BP/AR	Required Change	Notes
BP 4020 Drug and Alcohol-Free Workplace	Adopt existing language with minor changes	Policy demonstrates compliance with Drug-Free Schools and Communities Act
BP & AR 4040 Employee Use of Technology	Adopt & Acknowledge existing language with minor changes	Policy and regulation reflects the operation and enforcement of a technology protection measure

FUNDING: Not Applicable.

RECOMMENDATION: Approve New/Revised Board Policies and Acknowledge New/Revised Administrative Regulations with Minor or No Changes to Be Compliant with CSBA Guidelines – 2nd Reading

PREPARED BY: James Mousalimas, Assistant Superintendent for Human Resources

DRUG AND ALCOHOL-FREE WORKPLACE

The Governing Board believes that the maintenance of drug and alcohol-free workplaces is essential to school and district operations.

No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations 21 U.S.C. § 801 et seq., before, during or after school hours at school or in any school district workplace. **A school district workplace is any place where school district work is performed, any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.**

~~The Drug-Free Workplace Act and Government Code 8350-8357 require districts to notify their employees of their policy on this topic and certify that they have adopted a policy which includes required provisions. contracts and grants are subject to suspension and termination and the contractors or grantees subject to suspension and debarment if false certification is made or if the certification is violated by failure to carry out the requirements of these laws.~~

~~No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations before, during or after school hours at school or in any other district workplace.~~

The Superintendent or designee shall:

1. Publish and give to each employee a notification of the above prohibitions. The notification shall specify the actions that will be taken against employees who violate these prohibitions. The notifications shall also state that as a condition of employment. The employee will abide by the terms of this policy and notify the employer, within five days, of any criminal drug or alcohol statute conviction which he/she receives for a violation occurring in the workplace.
2. Establish a drug and alcohol-free awareness program to inform employees about:
 - a. the dangers of drug and alcohol abuse in the workplace;
 - b. the district policy of maintaining drug and alcohol-free workplaces;

- c. any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed on employees for drug and alcohol abuse violations.
3. Notify the appropriate federal granting or contracting agencies within ten (10) calendar days after receiving notification from an employee or otherwise, of any conviction for a violation occurring in the workplace.
 4. Initiate disciplinary action within thirty (30) calendar days after receiving notice of a conviction for a violation in the workplace from an employee or otherwise. Such action shall be consistent with state and federal law, the appropriate employment contract, the applicable collective bargaining agreement and district policy and practices.
 5. Make a good faith effort to continue maintaining a drug and alcohol-free workplace through implementation of Board policy.

In taking disciplinary action, the Board shall require termination when termination is required by law. When termination is not required by law, the Board shall either take disciplinary action, up to and including termination, or shall require the employee to satisfactorily participate and complete a drug assistance or rehabilitation program approved by federal, state or local health, law enforcement or other appropriate agency. The Board's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.

The Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in California Education Code § 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no longer prohibited. For the purpose of this policy, "conviction" shall mean a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged to determine violations of federal or state criminal drug or alcohol statutes.

A classified employee may be reemployed after conviction of such an offense if the Board determines, from the evidence presented, that the person has been rehabilitated for at least five years.

Legal Reference:

EDUCATION CODE

- § 44011 Controlled substance offense
- § 44065 ~~Issuance of credentials~~
- § 44425 Conviction of controlled substance offenses as grounds for revocation of credential

- § 44836 Employment of certificated person convicted of controlled substance offenses
§ 44940 Compulsory leave of absence for certificated persons
§ 44940.5 Procedures when employees are placed on compulsory leave of absence
§ 45123 Employment after conviction of controlled substance offense
§ 45304 Compulsory leave of absence for classified persons

CALIFORNIA GOVERNMENT CODE

§§ 8350-8357 Drug-Free Workplace Act of 1990

UNITED STATES CODE, TITLE 20

§§ 7111-7140 Safe and Drug Free Schools and Communities Act

UNITED STATES CODE, TITLE 21

§ 801 et seq.

CODE OF FEDERAL REGULATIONS, TITLE 21

1300.1-1300.15 §§ 1308.01-1308.49 Schedule of controlled substances

THE DRUG-FREE WORKPLACE ACT OF 1998

Public Law — 100-690, 5151-5160

DRUG-FREE SCHOOLS AND COMMUNITIES ACT AMENDMENT OF 1989

H.R. 3614 (repealed by Public Law 105-224)

CONTROLLED SUBSTANCES ACT (codified at 21 U.S.C. § 801)

202-schedules I-V, 21 U.S.C., 812

UNITED STATES CODE, TITLE 41

§§ 701-707 Drug Free Workplace Act of 1988

Policy Adopted:

HS BD: 3/22/94

EL BD: 3/29/94

Policy Revised:

Joint Board 12/10/96

DRUG AND ALCOHOL-FREE WORKPLACE NOTICE TO EMPLOYEES

YOU ARE HEREBY NOTIFIED that it is a violation of Board policy for any employee at a school district workplace to unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in 21 U.S.C. § 801 *et seq.*

"School district workplace" is defined as any place where school district work is performed, including a school building or other school premises; any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function such as a field trip or athletic event, where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.

As a condition of your continued employment with the district, you will comply with the district's policy on Drug and Alcohol-Free Workplace and will, any time you are convicted of any criminal drug or alcohol statute violation occurring in the workplace, notify your supervisor of this conviction no later than five days after such conviction.

In taking disciplinary action, the Board shall require termination when termination is required by law. When termination is not required by law, the Board shall either take disciplinary action, up to and including termination, or shall require the employee to satisfactorily participate and complete a drug assistance or rehabilitation program approved by federal, state or local health, law enforcement or other appropriate agency. The Board's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.

Pursuant to California Education Code §§ 44836 and 45123, the Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in California Education Code § 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no longer prohibited.

Pursuant to California Education Code § 45123, the district may employ for classified service a person who has been convicted of a controlled substance offense only if it determines, from evidence presented, that the person has been rehabilitated for at least five years. The Board shall determine the type and manner of presentation of the evidence, and the Board's determination as to whether or not the person has been rehabilitated is final.

Pursuant to California Education Code § 44425, whenever the holder of any credential issued by the State Board of Education or the Commission on Teacher Credentialing has been convicted of a controlled substance offense as defined in California Education Code § 44011, the commission shall forthwith suspend the credential. Pursuant to California Education Code § 44065, the district may not employ noncertificated persons in positions requiring a certificate. When the

conviction becomes final or when imposition of sentence is suspended, the commission shall revoke the credential. (California Education Code § 44425)

Pursuant to California Education Code §§ 44940 and 45304, the district must immediately place on compulsory leave of absence any employee charged with an offense involving aiding or abetting the unlawful sale, use or exchange to minors of certain controlled substances.

Pursuant to California Education Code §§ 44940 and 45304, the district may immediately place on compulsory leave of absence any employee charged with certain controlled substance offenses.

A list of drug and alcohol counseling, rehabilitation, and/or assistance programs are available in **the Human Resources Department.** ~~at the Personnel Office.~~

EMPLOYEE USE OF TECHNOLOGY

The Governing Board recognizes that technology can enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating operations. The Board expects all employees to learn to use the available electronic resources that will assist them in their jobs. As needed, staff shall receive training in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use the District's electronic resources only for purposes related to their employment. Such use is a privilege which may be revoked at any time.

Employees should be aware that computer files and communications over electronic networks, including e-mail and voice mail, are not private. This technology shall not be used to transmit confidential information about students, employees, or District affairs.

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.

To ensure proper use, the Superintendent or designee may monitor the District's technological resources, including e-mail and voice mail systems, at any time without advance notice or consent. If passwords are used, they must be known to the Superintendent or designee so that he/she may have system access when the employee is absent.

The Superintendent or designee shall establish administrative regulations which outline employee obligations and responsibilities related to the use of technology. Employees who fail to abide by these regulations shall be subject to disciplinary action, revocation of the user account, and legal action as appropriate.

The Superintendent or designee may establish guidelines and limits on the use of technological resources. He/she shall ensure that all employees using these resources receive copies of related policies, regulations and guidelines. Employees shall be asked to acknowledge in writing that they have read and understood these policies, regulations and guidelines.

EMPLOYEE USE OF TECHNOLOGY

In the event that the use of an electronic resource affects the working conditions of one or more employees, the Superintendent or designee shall notify the employees' exclusive representative.

Legal Reference:**EDUCATION CODE**

~~11600-11609~~ ~~Education Technology Grant Program Act of 1996~~

~~51870-51884~~ ~~The Morgan Farr Quackenbush Education Technology Act of 1992~~

51870-51874 **Education technology**

GOVERNMENT CODE

3543.1 Rights of employee organizations

PENAL CODE

502 **Computer crimes, remedies**

632 Eavesdropping on or recording confidential communications

UNITED STATES CODE, TITLE 47

254 **Universal service discounts (E-rate)**

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 **Internet safety policy and technology protection measures, E-rate discounts**

UNITED STATES CODE, TITLE 20

~~6801-7005~~ ~~Technology for Education Act of 1994~~

6751-6777 **Enhancing Education Through Technology Act, No child Left Behind Act, title II, Part D**

6777 **Internet Safety**

Management Resources:**CDE PUBLICATIONS**

~~K-12 Network Technology Planning Guide: Building the Future, 1994~~

CDE PROGRAM ADVISORIES

~~1223.94~~ ~~Acceptable Use of Electronic Information Resources~~

Adopted: 1/28/97

Revised:

EMPLOYEE USE OF TECHNOLOGY**A. Purpose and Scope**

To enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program and facilitating operations.

B. General

1. Employees shall be responsible for the appropriate use of technology.
2. Computer files and communications over electronic networks, including e-mail and voice mail, are not private. This technology shall not be used to transmit confidential information.
3. The Superintendent or designee may establish guidelines and limits on the use of technological resources.
4. The Superintendent or designee shall ensure that all District computer with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.

C. Forms Used and Additional References

None

D. Procedure

Employees are authorized to use the District's on-line services in accordance with user obligations and responsibilities specified below.

1. The employee in whose name an on-line services account is issued is responsible for its proper use at all times. Users shall keep personal account numbers, home addresses and telephone numbers private. They shall use the system only under their own account number.

EMPLOYEE USE OF TECHNOLOGY

2. Employees shall use the system only for purposes related to their employment with the District. Commercial, political and/or personal use of the system is strictly prohibited. The District reserves the right to monitor any on-line communications for improper use.
3. Users shall not use the system to promote unethical practices or any activity prohibited by law or District policy.
4. Users shall not transmit material that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religion or political beliefs.
5. Copyrighted material may not be placed on the system without the author's permission. Users may download copyrighted material for their own use only and only in accordance with copyright laws.
6. Vandalism will result in the cancellation of user privileges. Vandalism includes intentional uploading, downloading or creating computer viruses and/or any malicious attempt to harm or destroy District equipment or materials or the data of any other user.
7. Users shall not read other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.
8. Users are encouraged to keep messages brief.
9. Users shall report any security problem or misuse of the network to the Superintendent or designee.

E. Reports Required

None

F. Record Retention

None

EMPLOYEE USE OF TECHNOLOGY

G. Responsible Administrative Unit

Human Resources
Information Services and **Educational** Technology
Educational Services

H. Approve By

Assistant Superintendent for Human Resources

TUSD Acknowledged: 1/23/97
REVISED:

