

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, FEBRUARY 27, 2007

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

**TIME: 5:15 PM Closed Session
7:00 PM Open Session**

A G E N D A

1. Call to Order

2. Roll Call – Establish Quorum

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

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

3.1 Educational Services:

3.1.1 Student Discipline

3.1.2 Findings of Facts: #FF06-07/116, 118, 119, 120, 122, 123, 124, 125, 126, 128, 129, 130, 132, 133, 134, 136, 139, 140, 141, 142, 146, 150, 151

3.1.3 Application for Reinstatement: #AR06-07/53, 54

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

3.1.4 Application for Enrollment: #AFE06-07/5

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

3.1.5 Waiver of Expulsion: #WE06-07/15, 16

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

3.2 Human Resources:

3.2.1 Approve the Non-reelection of Probationary Certificated Employees

#UC-446, #UC-447, #UC-448, #UC-451, #UC-452,
#UC-453, #UC-454, #UC-455, #UC-456, #UC-457, #UC-458, #UC-459,
#UC-460, #UC-461, Pursuant to Education Code Section 44929.21(b)

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

3.2.2 Consider Leave of Absence Request for Classified Employee #UCL-92, Pursuant to Article XXIII

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

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

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

3.2.4 Conference with Labor Negotiator
Agency Negotiator: Jamie Mousalimas,
Assistant Superintendent of Human Resources
Employee Organization: CSEA, TEA, TSTO

Pg. No.

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Fact #FF06-07/116, 118, 119, 120, 122, 123, 124, 125, 126, 128, 129, 130, 132, 133, 134, 136, 139, 140, 141, 142, 146, 150, 151

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

6b Report Out of Action Taken on Application for Reinstatement #AR06-07/53, 54

Action: Vote: Yes ___; No___; Absent___; Abstain___

6c Report Out of Action Taken on Application for Enrollment: #AFE06-07/5

Action: Vote: Yes ___; No___; Absent___; Abstain___

6d Report Out of Action Taken on Waiver of Expulsion: #WE06-07/15, 16

Action: Vote: Yes ___; No___; Absent___; Abstain___

6e Report Out of Action Taken on Approve the Non-reelection of Probationary Certificated Employees #UC-446, #UC-447, #UC-448, #UC-451, #UC-452, #UC-453, #UC-454, #UC-455, #UC-456, #UC-457, #UC-458, #UC-459, #UC-460, #UC-461, Pursuant to Education Code Section 44929.21(b)

Action: Vote: Yes ___; No___; Absent___; Abstain___

6f Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-92, Pursuant to Article XXIII

Action: Vote: Yes ___; No___; Absent___; Abstain___

7. Regular Minutes of February 13, 2007.

Action: Motion___; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain-___.

1-6

8. Student Representative Reports: Tracy High: Megan Wingo; West High: Ryan Elwood; Duncan Russell: Milan Dixon; Middle School Reports: Monte Vista: Sadaf Latifi, Bridget Emery, Shana Garrett, Alexandria Norman; Williams Middle School: Katie Brown, Noah Hawariat.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Recognize and congratulate County High School Honor Band, Northern California Honor Band, All-State Honor Band, County High School Honor Choir, and Regional Honor Choir TUSD students for their outstanding achievements.

9.2 McKinley School Site Update on Achievements & Activities

9.3 North 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.

Pg. No.

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: None.

11.2 Educational Services:

11.2.1 Receive Report and Update on Tracy High School's Western Association of Schools and Colleges (WASC) Three (3) Year Review

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- 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

8-9

13.2 Educational Services:

13.2.1 Approve Overnight Travel for Two Tracy High School Science Students and One Chaperone to Compete at the Junior Science and Humanities Symposium in Davis, California on March 15-17, 2007

10

13.2.2 Approve Service Agreement for Wanda Bonnell, Speaker for West High 1st Annual Black History Month Program, February 28, 2007

11-13

13.2.3 Approve Overnight Travel for West High School Black Student Union to Attend the United Black Student Unions of California Annual Convention in Burbank, California, on March 23-25, 2007

14

13.2.4 Ratify Contract with UC Regents MIND Institute for Augmented Communication Assessment

15-17

13.2.5 Ratify Contract with UC Regents MIND Institute for Occupational Therapy Assessment

18-20

- 13.2.6** Ratify Service Agreement with Karen Anderson to Assist Staff at Both West High School and Tracy High School with the Western Association of Schools and Colleges (WASC) School Accreditation Process

13.3 Human Resources:

- 13.3.1** Approve Classified, Certificated and/or Management Employment **24-25**
13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment **26-27**

- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services:

- 14.1.1** Approve Option Two Plan to House K-5 Holt/Delta Island Students on the Delta Island Campus and 6-8 Students on the Williams Middle School Campus **28-29**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__

14.2 Educational Services:

- 14.2.1** Adopt Resolution #06-23 Establishing March as “Arts in Education Month” **30-32**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__

- 14.2.2** Adopt Board Policy 6163.2 Animals on School Property and Acknowledge Administrative Regulation 6163.2 Animals on School Property (1st Reading) **33-39**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__

14.3 Human Resources: None.

- 14.3.1** Adopt Resolution #06-20 Authorizing Teachers to Teach Outside of the Major/Minor **40-44**

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** March 13, 2007
17.2 March 27, 2007
17.3 April 24, 2007
17.4 May 8, 2007
17.5 May 22, 2007
17.6 June 12, 2007
17.7 June 26, 2007

18. Upcoming Events:

18.1	March 8, 2007	All District Drama & Dance Festival, Tracy High, EB Theatre (7:00 p.m.)
18.2	March 22, 2007	All District Music Festival, West High Gym (7:00 p.m.)
18.3	March 31, 2007	Teacher Job Fair
18.4	April 6-9, 2007	YRE Spring Break
18.5	April 6-15, 2007	Traditional Spring Break
18.6	May 11, 2007	Buy Back Day (No School Traditional)
18.7	May 28, 2007	Memorial Day, No School

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, February 13, 2007**

5:30 PM: Vice-President Vaughn called the meeting to order and adjourned to closed session.

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

7:05 PM: Vice-President Vaughn 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 #FF06-07/93, 95, 96, 97, 99, 100, 101, 102, 103, 104, 105, 106, 108, 110, 111, 112, 113, 114, 115, 117, 121, 127
Action: Lewis, Hawkins. **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)
6b Report Out of Action Taken on Application for Enrollment #AFE06-07/4
Action: **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)
6c Report Out of Action Taken on Waiver of Expulsion:#WE06-07/12,13, 14
Action: **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)
6d Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-91, Pursuant to Article XXIII
Action: Approved. **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)
6e Report Out of Action Taken on consider Leave of Absence Request for Certificated Employee #UC 445
Action: Approved. **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)

Employees Present: C. Minter, D. Contreras, M. Barron, C. Sasser, S. Sievers, B. Willner, M. Marchini, Barbara Montgomery, S. Prioste, D. Sonnenburg, R. Soto, P. Errecart, J. Heerema, R. Moraes, K. Fistolera, C. Carlfeldt, D. Wakefield

Press: B. Brownne (Tracy Press)

Visitors Present:

Minutes: **Approve Regular Minutes of January 23, 2007.**
Action: As amended. Guzman, Hawkins. **Vote:** Yes-5; No-0.
Correction: Page 7 "No-2(Hawkins, Feller)"

**Student
Representative
Reports:**

None.

**Recognition &
Presentation:**

9.1 Recognize Certificated Retirement

Dr. Franco recognized retiree, Nancy Eddy, who has been employed by Tracy Unified for almost 20 years. She first began her career as a substitute. She is currently an English teacher at West High. Trustee Vaughn presented her with a certificate and gift.

9.2 Recognize and Congratulate Tracy Unified School District Spelling Bee Winners and Williams Middle School Student Caitlin Dong who Captured the San Joaquin County Spelling Bee Title for the 7-9th Grade Division

Dr. Sheila Harrison recognized the top spelling bee winners. First Place winner, Caitlin Dong, recited two spelling words. Students from Bohn, Freiler, Hirsch, Jacobson and Williams received certificates along with their coaches.

9.3 South/West Park School Site Update on Achievements & Activities

Principal, Dora Contreras, presented a power point on programs at South West Park which included the Primary Intervention Program, Bienvenidos Program, Counseling and Professional Growth. Teachers Arciela Larios, Delia Rodriguez also spoke regarding the preschool on site. Former students were introduced that attended the preschool when it first start and told how preschool helped them and what they are doing now.

Trustee Hawkins left the meeting at 7:30 p.m.

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

**Hearing of
Delegations**

Steve Sievers, TEA President, invited the Superintendent and School Board Members to attend a dinner hosted by the CTA at Le Bistro on March 7th beginning at 5:30 p.m.

**Information &
Discussion Items:**

11.1 Administrative & Business Services

11.1.1 Receive Report on Housing Options for Holt and Delta Island Students for the 07-08 School Year

Dr. Franco, Casey Goodall and Denise Wakefield presented a power point on the Housing Options for Holt and Delta Island students. A committee was formed to determine the best option that would provide a quality education in a cost effective manner. They reviewed the history of the school,

enrollment projections, funding for facilities, operating costs, calendars, bussing, educational programs, student feedback and parent feedback.

Trustee Lewis: Would like to see the one time costs vs. the annual costs and an explanation of the teacher staffing at Williams.

Trustee Feller: Believes in K-8 schools because of the small environments. Both Delta Island and Williams do great jobs, but she believes that the special ed kids thrive in a smaller setting. She would like to hear more from the parents because she wants to make sure we are doing what the parents desire. It would be helpful if we could survey all parents and get feedback. The teachers and staff will do a great job no matter what we come up with. Please email or get the information to them as soon as possible so that they have time to review it before the next meeting.

Ramona Soto: She agrees with Trustee Feller, however in regards to K-8 schools, Delta Island is different and unique. Her parents are concerned about their students being with only their students.

Trustee Hawkins: He is very concerned and doesn't think the study was wide enough. He would like to see the testing results in the past ten years and see what the K-8 school does in their testing program vs. the middle schools. Barbara does a tremendous job at Williams, but he would like to know what the average K-8 school scores. It is important for the parents to know and realize where their child would have a better chance according to the test results. The entire district has shown a decline in enrollment and is declining every year. We are almost setting Delta Island up to be the first school to close because of declining enrollment. Check with Stockton Unified and see why they switched to all K-8s this year.

Trustee Vaughn: He feels more comfortable with option 2 based on hearing the information that Ramona presented and her dedication. The world isn't just one race or culture and the kids need to experience that.

Rachel Moraes: She felt that it may be wise to visit West High and see how the former Delta Island students congregate. They do not mix or mainstream. They stay and follow each other throughout the 4 years of high school. If we want them to gain language and social skills more rapidly, Williams Middle School will help.

Trustee Guzman: He commends everyone who worked on this report. He's leaning towards option 2. This would make the transition to high school easier. He is curious about how ELD and NCLB are doing and where they are strong/weak. This may help us with scores.

11.1.2 Receive Report on Heating, Ventilation, and Air Conditioning Maintenance for January 2007

Associate Superintendent of Business Services, Dr. Casey Goodall, reviewed the District maintenance goals for heating, ventilation and air conditioning.

11.2 Educational Services:

11.2.1 Receive Report on K-8 History-Social Science Program

Assistant Superintendent of Educational Services, Dr. Sheila Harrison, IMC Director, Donna Sonnenburg and 4 teachers of this committee reviewed the needs assessment and evaluated the materials available. Publishers were invited to do more in depth presentation. Some of the selected books are "consumer books" that the students can write in. The publisher replaces them each year for no extra charge, for the life of the adoption. The teachers explained the books and pointed out their advantages.

11.2.2 Receive Report on Telephone Expansion Upgrade to SchoolConnects from SynreVoice Technologies, Inc.

ISSET Director, Cindy Minter, presented a power point which compared the options for emergencies phone messages.

Public Hearing: None.

Consent Items: **Action:** Lewis, Feller. **Vote:** Yes-5; No-0.
Item 13.3.3 was pulled and voted on separately:
Action: Lewis, Feller. **Vote:** Yes-5; No-0.

13.1 Administrative & Business Services:

13.1.1 Approve Revolving Cash Fund Reports for January, 2007

13.1.2 Approve Accounts Payable Warrants Reports for January, 2007
(Under Separate Cover)

13.1.3 Approve Payroll Reports (October, 2006-January, 2007)

13.1.4 Accept Donations

13.1.5 Approve Monthly Budget Adjustment Report

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

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

13.2 Educational Services:

13.2.1 Approve Overnight Travel for One Tracy High Student to Attend the
CBDA All-State Honor Band in Fresno, California, on February 15-
18, 2007

13.2.2. Approve Overnight Travel for Twenty-Nine Tracy High Madrigals

Students, Three Chaperones and One Advisor to Attend the 11th Annual Phil Mattson Vocal Jazz Festival in New York, NY on Monday, April 6-11, 2007

- 13.2.3** Approve Out-of-State Travel to Seattle, Washington for Jillian Woodford, Adult School ESL Teacher to Attend the Annual Teachers of English to Speakers of Other Languages (TESOL) Convention and Exhibit March 21-24, 2007

13.3 Human Resources:

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

- 13.3.2** Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

- 13.3.3** Approve Participation in Out-of-State Teacher Recruitment Events in Oregon and New York

Pulled and voted on separately.

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Approve Contract for Architectural Services Between Tracy Unified School District and Rainforth Grau Architects for the Theater of West High School

Action: Feller, Hawkins. **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)

14.2 Educational Services:

- 14.2.1** Adopt Resolution 06-22 Authorizing the Approval to Enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2006-2007

Action: Lewis, Feller. **Vote:** Yes-5; No-0; Absent -2(Crandall, Swenson)

- 14.2.2. Hawkins, Lewis, Yes-5**

14.3 Human Resources:

- 14.3.1** Approve TSMA (Tracy School Management Association) Salary Agreement Retroactive to July 1, 2006 for the 2006-2007 School Year

Action: Hawkins, Guzman. **Vote:** Yes-5; No-0; Absent-2(Crandall, Swenson)

Board Reports:

Trustee Guzman congratulated Jim for receiving the "Professional of the Year" award. He attended the awards dinner. He also attended the Tracy Area Honor Band concert which was held on February 3. Last Friday he attended Smokey Blues at Tracy High. They did a very good job. Last week the joint meeting with the City of Tracy turned out very nice. Trustee Lewis passed. Trustee Feller attended the joint meeting with the City of Tracy. There were lots of kudos to Denise Wakefield and Maria Hurtado, not just for this project but for all of the projects. Our community has responded amazingly toward the accident victims. She is very proud of our

community. Trustee Hawkins passed. Trustee Vaughn passed.

**Superintendent
Report:**

Dr. Franco reported that the joint meeting with city council went well. The City has also been supportive of our student leadership program. Last week, Matt Robinson spoke to the students at West and Tracy high. Lt. Harper spoke to the Duncan Russell students also. Students at both Tracy High and West High as well as East Union High have put forth their efforts to support the families of accident victims. We are working on our PDSA cycle on attendance. We are at 93%. Every percent is \$900,000. The sessions had great reports. We will work hard to get the answers to the Boards questions regarding the Holt students.

**10:10 PM
Adjournment.**

Tom Hawkins, Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

To: Dr. Jim Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services
Date: February 16, 2007
Re: Receive Report and Update on Tracy High School's Western Association of Schools and Colleges (WASC) Three (3) Year Review

Background: WASC is an ongoing school improvement process that assists a school in an in-depth look at what currently exists and what needs to be improved in relation to student learning and the school's program. Basic concepts addressed in this process focus upon student success in meeting expected schoolwide learning results and academic standards. The accreditation process is an ongoing, perpetual cycle of assessment, planning, implementing, monitoring and reassessment; the process is guided and assisted by self-study, visit and follow-up. Through the WASC process a school fulfills the requirements for Accreditation.

Rationale: In March 2004, Tracy High School received a WASC Term of Accreditation for six years with a Review. The Review includes a one-day, on-site review by a two-member committee to be completed no later than the third year of the six year term. Tracy High School's Review will be conducted on March 22, 2007. This supports Strategic Goal #1, Provide a Relevant and Meaningful Curriculum and Strategic Goal #2, Provide a Quality Learning Environment.

Funding: None

Recommendation: Receive Report and Update on Tracy High School's Western Association of Schools and Colleges (WASC) Three (3) Year Review

Prepared by: Pat Anastasio, Principal Tracy High School



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: Casey Goodall, Associate Superintendent for Business

Date: February 16, 2007

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

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

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

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

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, Associate Superintendent of Business Services

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

A. Vendor: Gowan Construction Company
Site: North School – Library Alteration
Item: Agreement - Approve
Services: Contractor to provide electrical and low voltage, fire alarm, cabinetry, painting, flooring and miscellaneous finishing.
Cost: \$73,841.00
Project Funding: Redevelopment

B. Vendor: Jim Martin
Site: Jacobson Elementary School
Item: Proposal - Ratify
Services: Contractor to provide slurry seal and striping to the playground area.
Cost: \$9,100.00
Project Funding: Deferred Maintenance

C. Vendor: Pinasco Plumbing
Site: Bohn Elementary School
Item: Proposal - Ratify
Services: Emergency services needed to locate and repair broken fire main on campus.
Cost: \$14,065.30
Project Funding: Deferred Maintenance



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services
DATE: February 16, 2007
SUBJECT: Approve Overnight Travel for Two Tracy High School Science Students and One Chaperone to Observe Janelle Silvis Compete at the Junior Science and Humanities Symposium in Davis, CA, on March 15-17, 2007

BACKGROUND: The San Francisco Bay Area Science Fair has selected Tracy High Student Janelle Silvis to present as a finalist at the Junior Science and Humanities Symposium at U.C. Davis on March 15-17, 2007. Janelle will be chaperoned by science teacher, Mr. Kirk Brown. Two additional students will be observing this event in preparation of competing themselves next year. The students are Samantha Sinwald and Kelsie Pombo.

RATIONALE: Finalists are selected through a rigorous screening process and this provides the student with a valuable opportunity to compete regionally in the scientific field. This aligns with Strategic Goal #2 (Quality Learning Environment) and Goal #4 (Developing the Whole Student).

FUNDING: There will be two days of sub costs to the high school. The San Francisco Bay Area Science Fair and Junior Science and Humanities Symposium will incur all costs for the three students and the advisor for accommodations, meals, and competition event expenses.

RECOMMENDATION: Approve Overnight Travel for Two Tracy High School Science Students and One Chaperone to Observe Janelle Silvis Compete at the Junior Science and Humanities Symposium in Davis, CA, on March 15-17, 2007.

PREPARED BY: Mr. Pat Anastasio, Principal



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: December 19, 2006
SUBJECT: Approve Service Agreement for Wanda Bonnell, Speaker for West High 1st Annual Black History Month Program, February 28, 2007.

BACKGROUND: West High School Black Student Union will put on a program in celebration of Black History Month. We have invited a guest speaker, Wanda Bonnell, Black History Professor at California State University, Stanislaus. She has worked with African American Students as a mentor, teacher, and role model. The program will be held in the West High Gym on February 28, 2007. This program will be the 1st held at West and includes song, step, short speeches, W.H.S. jazz band performance, and a guest speaker.

RATIONALE: West High Black Student Union wanted to host this event to enhance awareness on campus of the diverse contributions made in American History by African Americans. In addition it is hoped that students will learn to appreciate their differences through knowledge of these achievements and celebrate the enrichment of American culture. This meets Strategic Goal #5, Citizenship.

FUNDING: The District has allocated funds to promote the Black History Month Program. The cost of the guest speaker is \$200.00, paid by district funds.

RECOMMENDATION: Approve Service Agreement for Wanda Bonnell, Speaker for West High 1st Annual Black History Month Program, February 28, 2007.

Prepared by: Herman Calad, Principal, West High School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Wanda Bonnell, 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: Guest speaker for Black History Month Program
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 hours () HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Merrill F. West High School, 1775 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 \$ 200.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [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 February 28, 2007, and shall terminate on February 28, 2007.
5. This agreement may be terminated at any time during the term by either party upon 14 day's written notice.
6. Contractor shall contact the District's designee, Amy Thompson at (209) 831-5430 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

December 15, 2006

Date

Title

Academic Counselor

Title

01-0000-0-1110-1000-4300-800-1007

Account Number to be Charged

1569 Elderwood Ave.

Address

Department/Site Approval

Turlock, Ca. 95380

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: February 6, 2007
SUBJECT: Approve Overnight Travel for West High School Black Student Union to Attend the United Black Student Unions of California Annual Convention in Burbank, CA. March 23 – 25, 2007

Background: The United Black Student Unions of California host a leadership convention every year for all Black Student Union affiliate schools. The organization works to bring about improved racial relations on campuses by promoting mutual respect for all cultures. The Annual Convention provides panel discussions, workshops and distinguished lecturers to enrich the learning experience of the attendees.

Rationale: The West High Black Student Union members learn how to be strong community and campus leaders at this conference. This should be an enriching experience for our students, exposing them to a professional environment and allowing them an opportunity to network with other students from schools around California. This meets Strategic Goal # 4, Developing the Whole Student.

Funding: There will be a total of 15 students from West High and 3 chaperones. TUSD employees attending the conference are Audrey Harrison, Dhana Pope, and Mary Gary. The cost will be an estimated \$255.00 per person for transportation, accommodations, meals and registration fees. The cost will be paid by the students attending and funds earned from fundraising efforts. We will stay at the Burbank Airport Hilton, 2500 Hollywood Way, Burbank. We will travel in District vans driven by the chaperones listed above.

Recommendation: Approve Overnight Travel for West High School Black Student Union to Attend the United Black Student Unions of California Annual Convention in Burbank, CA. March 23 – 25, 2007

Prepared by: Herman Calad, Principal - West High School



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services
Date: February 16, 2006
Subject: Ratify Contract with UC Regents MIND Institute for Augmented Communication Assessment

BACKGROUND: Special education students may require assessment from outside service providers. Parents of a student with significant autism requested an augmented-assistive communication assessment to determine the needs for a speech output device. This is a very specialized assessment and at this time TUSD has no staff able to perform such an assessment. The Board has already approved an assessment for speech and language at the MIND Institute for this same child. The Ratification is necessary due to the fact that the assessment was conducted previously under a strict timeline.

RATIONALE: In this instance the in-depth assessment by outside providers is necessary to help the District avoid and possibly prepare for potential litigation. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$246.00 per hour. Total contract expenses will not exceed \$712.55 including the facility use fees, through June 30, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with UC Regents Mind Institute

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 UC Regents MIND Institute 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 LSH assessment for augmented communication / assistive technology needs in conjunction with OT assessment and to include a written report disseminated to TUSD.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (2) **HOURS per year**, under the terms of this agreement at the following UC Regents, MIND Institute Clinic
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 246.00 per **HOURL**, not to exceed a total of \$ 712.55 including facility use fees . 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 **February 21, 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

Nancy E. Apple 2/16/07
Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

To: Dr. James C. Franco, Superintendent
From: *[Signature]* Dr. Sheila Harrison, Assistant Superintendent for Educational Services
Date: February 16, 2006
Subject: **Ratify Contract with UC Regents MIND Institute for Occupational Therapy Assessment**

BACKGROUND: Parents of a student with significant autism requested private occupational therapy assessment. The District worked for three years with this family in order to achieve their signature on the IEP. TUSD agreed to fund an occupational therapy assessment from the MIND Institute in preparation for this child's upcoming triennial assessment; additionally the District would hope to avoid future litigation with this family, as well as preparing for any disagreement over eligibility and services by having the MIND Institute perform the assessments. The Board has already approved an assessment for speech and language at the MIND Institute for this same child. The Ratification is necessary due to the fact that the assessment was conducted previously under a strict timeline.

RATIONALE: In this instance the in-depth assessment by outside providers is necessary to help the District avoid and possibly prepare for potential litigation. Nonpublic agency contracted services are part of the continuum of services districts must provide to students with exceptional needs. This request supports Strategic Goal #2 "Create Quality Learning Environments."

FUNDING: Expenses for this contract are billed at \$221.00 per hour. Total contract expenses will not exceed \$1492.30 including the facility use fees, through June 30, 2007. Funding for Nonpublic School tuition is built into our 602 funding base for special education. Expenditures that exceed the base funding are reimbursed at 70% from San Joaquin SELPA funds. Nonpublic agency expenses are budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Contract with UC Regents Mind Institute

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 UC Regents MIND Institute 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 full OT assessment including sensory needs and augmented communication / assistive technology assessments in conjunction with SLP assessment and to include a written report disseminated to TUSD.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (4) **HOURS per year**, under the terms of this agreement at the following UC Regents, MIND Institute Clinic
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 221.00 per **HOUR**, not to exceed a total of \$ 1,492.30 including facility use fees . 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 **February 21, 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

Dancy L. Hopple 2/16/07

Department/State Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: February 20, 2007
SUBJECT: Ratify Service Agreement with Karen Anderson to Assist Staff at Both West High School and Tracy High School with the Western Association of Schools and Colleges (WASC) School Accreditation Process

BACKGROUND: WASC is one of the six regional associations that accredit public schools in the United States. The WASC accreditation process involves a dual purpose that includes the expectation that schools must provide a high quality learning environment for students and must demonstrate that the staff and school engage in continual improvement. WASC accreditation certifies to the public that a school is providing a viable education program and validates the integrity of a school's program and student transcripts. The WASC process is a way to manage change through regular assessment, planning, implementing, monitoring and reassessing. The WASC process assists a school and district in establishing its priority areas for improvement as a result of the perpetual accreditation Cycle that includes school self-assessment of the current education program for students and regular school staff assessment of progress through the intervening years between full self-studies.

RATIONALE: Karen Anderson is a retired Tracy Unified teacher and an experienced trainer in providing assistance to schools and staff as they prepare for their future WASC accreditation process. Karen has provided guidance and support to staff at both high schools in assessing, planning, implementing, and monitoring continuous improvement in the educational program. The reason for ratification is that her last contract ended in June, 2006, and needed to be updated. This meets Strategic Goal #1 – Providing a Relevant and Meaningful Curriculum.

FUNDING: The cost of \$409.52 per day, for a total cost not to exceed \$5,500.00 and will be paid from District Title II funds.

RECOMMENDATION: Ratify Service Agreement with Karen Anderson to Assist Staff at Both West High School and Tracy High School with the Western Association of Schools and Colleges (WASC) School Accreditation Process.

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 Karen Anderson, 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 training for West High School and Tracy High School WASC team to prepare for the WASC accreditation process .
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of fifteen (15) DAYS, under the terms of this agreement at the following locations: West High School and Tracy High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$409.52 per DAY, not to exceed a total of \$5,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0_ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 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 days written notice.
6. Contractor shall contact the District's designee, Sheila Harrison at (209) 830-3200 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 the term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

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

AGREED:

Consultant Signature (1)

Social Security Number (2)

Date

Title

Address

Tracy Unified School District

Date

Title

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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



HUMAN RESOURCES MEMORANDUM

To: Dr. James Franco, Superintendent
From: James Mousalimas, Assistant Superintendent of Human Resources *JM*
Date: February 16, 2007
Subject: Approve Certificated, Classified and/or Management Employment

BACKGROUND:

Cebreros, Gabriela

CLASSIFIED

I.E.P. Para Educator I (New)
District Wide (Bus Ride to Turlock)
6 hours per day
Range 24, Step A - \$12.00 per hour
Funding: Special Ed IDEA Grant

Feng, Shuang

I.E.P. Para Educator I (New)
McKinley-SDC
3 hours per day
Range 24, Step A - \$12.00 per hour
Funding: Special Ed IDEA Grant

Harrison, Ventrice

Food Service Worker (Replacement)
Hirsch
2.5 hours per day
Range 22, Step C - \$12.57 per hour
Funding: Child Nutrition School Program

Johnson, Shirley

I.E.P. Para Educator I (New)
George Kelly - SDC
5 hours per day
Range 24, Step C - \$13.17 per hour
Funding: Special Education

Montijo, David

Custodian I (Replacement)
West High School
8 hours per day
Range 31, Step A - \$14.12 per hour
Funding: General Fund

Neibel, Linda

Para Educator II (Replacement)
STEPS Program
4 hours per day
Range 30, Step A - \$13.78 per hour
Funding: CAL-Safe Supportive Services

Vargas-Alejandre, Edith

School Site Budget Clerk (Replacement)
South/West Park School
4 hours per day
Range 28, Step A - \$13.17 per hour
Funding: General Fund

Wall, Mark

School Supervision Assistant (Replacement)
Williams Middle School
3 hours per day
Range 21, Step A - \$11.21 per hour
Funding: General Fund

BACKGROUND

Jones, Lillian (Dianne)

COACHES

Assistant Track Coach (Replacement)
West High School
Stipend: \$3,736.00

Shephard, Ron

Sophomore Baseball Coach (Replacement)
West High School
Stipend: \$3,736.00

Terry, Andrew

Assistant Track Coach (Replacement)
West High School
Stipend: \$3,736.00

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

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



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent of Human Resources
DATE: February 21, 2007
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>
Allen, Elizabeth 1 st Grade	Kelly	June 26, 2007	Relocating
Black, Scott Music	South	June 1, 2007	None Given
Ganje, Abigail 3 rd Grade	Freiler	March 13, 2007	Relocating
Lo, Mai-Li Special Education	Tracy High	June 1, 2007	None Given
Parangalan, Emily 6-8 Science	Kelly	June 26, 2007	None Given
Pierce, Diane 6-8 Math	Kelly	June 26, 2007	None Given
Rodiek, Christian Special Education	Central	June 1, 2007	None Given
Sample, Myrtle Math	West High	June 1, 2007	None Given

CLASSIFIED RESIGNATIONS


<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ligon, Doneishia Special Ed Para Educator I	THS	02/27/2007	Personal
Mendoza, Monica Special Ed Para Educator I	McKinley	02/14/2007	None Given
Swanner, William Bus Driver	Transportation	02/16/2007	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: Dr. James Franco, Superintendent
FROM:  Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: February 21, 2007
SUBJECT: Approve Option Two Plan to House K-5 Holt/Delta Island Students on the Delta Island Campus and 6-8 Students on the Williams Middle School Campus

Background: On February 13th, the Board received a report presenting two options for housing the Holt School District students.

Option #1:

House all of the Delta Island and Holt School students on the Delta Island campus. The school would remain a K-8 configuration. In this option four classrooms and four teachers would have to be added to Delta Island.

Option #2:

House all of the K-5 Delta Island and Holt School students on the Delta Island campus and send the Delta Island and Holt School 6-8 students to Williams Middle School. In this option, one classroom and three teachers would have to be added to Williams Middle School and one additional teacher added to Delta Island without additional classrooms.

The report addressed the following areas:

- Enrollment trends and projections
- Facilities
- Staffing
- Operational costs
- Calendar
- Bussing
- Educational programs
- Transition to High School
- Parent feedback

After receiving the report, the Board asked for additional information regarding test scores and cost comparisons. The Board also asked staff to survey parents to assess their opinions.

Rationale: District staff recommends approving Option #2 for the following reasons:

- Facilities and Enrollment Trends: Options 1 and 2 both require additional facilities. Option 2 requires fewer additional new facilities. This is important as population trends indicate

declining growth in the Islands and shifting growth in town. Adding additional facilities in town provide more options for housing students in the future.

- Operational Costs: It is more costly to operate Delta Island. Providing additional water and heat is more expensive at Delta Island. This, coupled with the high water table makes expansion more expensive.
- Educational Programs and Transition to High School: Allowing the 6-8 Delta Island/Holt students to attend a comprehensive middle school will allow Delta Island/Holt students access to a wide variety of educational programs and options, and provide these students experience at a larger school prior to attending high school.

Funding:

Options Available to House Delta Island School 2007/08 projected Student Enrollment

1	House 236 students at Delta Island School
2	House 157 students in grades K-5 at Delta Island School House 79 students in grades 6-8 at Williams Middle School

Financial Implications of Delta Island School Student Housing Options on the general fund

ONE TIME COSTS	Option 1	Over 5 years	Option 2	Over 5 years
Cost of Additional Classrooms	\$149,800		\$46,148	
TOTAL ONE TIME COSTS	\$149,800	\$149,800	\$46,148	\$46,148
ON-GOING COSTS				
Utilities	\$11,765	\$58,824	\$1,194	\$5,969
Transportation	\$0	\$0	\$15,879	\$79,395
TOTAL ON-GOING COSTS	\$11,765	\$58,824	\$17,073	\$85,364
NET FINANCIAL IMPLICATIONS	\$161,565	\$208,624	\$63,221	\$131,512

Recommendation: Approve Option Two Plan to House K-5 Holt/Delta Island Students on the Delta Island Campus and 6-8 Students on the Williams Middle School Campus

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
DATE: February 16, 2007
SUBJECT: Approve Resolution #06-23 Establishing March as "Arts in Education Month"

BACKGROUND: Many national and state professional education associations hold celebrations in March focused on art in education. Our District has worked to develop standards in the areas of Visual and Performing Arts as well as a variety of programs. While it is a constant struggle to offer a quality Visual and Performing Arts curriculum due to demands placed on the curriculum by extended assessment our District has continued to promote and offer a strong visual and performing arts program.

RATIONALE: This resolution recognizes the importance of the arts in education and our society. It advocates for school districts to continue offering a comprehensive visual and performing arts program for all students. This supports Strategic Goal #4 – Developing the Whole Student.

FUNDING: N/A

RECOMMENDATION: Approve Resolution #06-23 Establishing March as "Arts in Education Month"

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #06-23
RESOLUTION AUTHORIZING MARCH AS
“ARTS IN EDUCATION MONTH”**

WHEREAS, Arts Education, which includes dance, music, theatre, and the visual arts, is an essential part of basic education for all students, kindergarten through grade twelve, to provide for balanced learning and to develop the full potential of their minds; and

WHEREAS, through well-planned instruction and activities in the arts, children develop initiative, creative ability, self-expression, self-reflection, thinking skills, discipline, a heightened appreciation of beauty and cross-cultural understanding; and

WHEREAS, experience in the arts develops insights and abilities central to the experience of life, and the arts are collectively one of the most important repositories of culture; and

WHEREAS, many national and state professional education associations hold celebrations in March focused on students' participation in the arts; and

WHEREAS, these celebrations give California schools a unique opportunity to focus on the value of the arts for all students, to foster cross-cultural understanding, to give recognition to the state's outstanding young artists, to focus on careers in the arts available to California students, and to enhance public support for this important part of our curriculum; and

WHEREAS, the California State Board of Education states in its Arts Education Policy adopted in July 1989 that each student should receive a high quality, comprehensive arts education program based on the adopted Visual and Performing Arts Framework for California Public Schools, Kindergarten through Grade Twelve; now, therefore be it

THEREFORE BE IT RESOLVED, that the State Board of Education Proclaims the Month of March 2007 as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts; and be it further

THEREFORE BE IT RESOLVED, that the State Board of Education directs that suitably prepared copies of this Resolution be distributed to all school districts, county offices of education, and schools in the State California.

PASSED AND ADOPTED this the 27th day of February, 2007, by the Board of Trustees of the Tracy Unified School District the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Gregg Crandall, President
Board of Trustees
Tracy Unified School District**

Attested:

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

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



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent

From: C. Goodall, Assistant Superintendent for Business

Date: August 23, 2006

SUBJECT: Adopt Board Policy 6163.2 Animals on School Property and Acknowledge Administrative Regulation 6163.2 Animals on School Property (1st Reading)

BACKGROUND: Animals in the classroom can be an effective teaching aid. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures. However, animals in the classroom introduce health risks to staff and students.

RATIONALE: The proposed board policy and administrative regulation allow animals into the classroom for educational purposes, and provide procedures to guide handling and caring for the animals as well as methods to mitigate the health and safety risks.

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Board Policy 6163.2 Animals on School Property and Acknowledge Administrative Regulation 6163.2 Animals on School Property (1st Reading)

ANIMALS ON SCHOOL PROPERTY

The Governing Board recognizes that animals can be an effective teaching aid. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

Animals may be brought to school for educational purposes only (e.g., pet show and tell, agricultural farm day, educational assembly) subject to rules and precautions specified in administrative regulations related to health, safety, and sanitation. Teachers shall ensure that these rules and precautions are observed so as to protect the students, staff, and animals.

The Board expects all animals brought to school to be:

1. In good physical condition.
2. Vaccinated against transmittable diseases.
3. In clean, safe, and suitable cages or containers or otherwise appropriately controlled.

Students bringing animals to school must first obtain consent of the principal and the parent/guardian.

Animals shall not be brought to school on school buses. This shall not apply to seeing-eye dogs or service dogs needed by students.

Students shall not bring poisonous or wild animals to school.

Animals brought to school by students shall generally be taken home that same day.

Animals brought to school by classroom teachers, or by students in support of a planned school lesson, may, with the consent of the principal or designee, remain at school for the number of days needed to achieve the educational goals as long as the following conditions are met:

1. The teachers shall provide for a plan for the proper care, sanitation, feeding and handling of the animal.
2. The animal is appropriately and safely housed in a cage or aquarium.
3. The teacher shall be responsible for the animal's care in the event of any school closure and may allow students to take animals home with written parental permission.

ANIMALS ON SCHOOL PROPERTY

4. The teacher shall be familiar with any potential dangers caused by the animal, including air quality dangers, and shall give special consideration to any students who have allergies to certain animals.
5. The animal is not illegal in the state of California.

No part of this policy shall prohibit the appropriate use or access of legally approved/designated service animals. With prior consent of the superintendent or designee, working animals shall be permitted access as appropriate.

The district assumes no liability for the safety of animals voluntarily brought to school.

Legal Reference**EDUCATION CODE**

44806	Instruction in kindness to pets and humane treatment of living creatures
51202	Instruction in personal and public health and safety
51540	Safe and humane treatment of animals at school

GOVERNMENT CODE

810-996.6	California Tort Claims Act
815	Liability for injuries generally; immunity of public entity
835	Conditions of liability

MANAGEMENT RESOURCES:

Humane Society of the United States
Catalogue of Publications, 1996
Guidelines for the Study of Animals in Elementary and Secondary School
Biology, HE 1079

ANIMALS ON SCHOOL PROPERTY**A. Purpose and Scope**

To provide guidance and direction for allowing animals onto school property.

B. General

No person shall cause or permit pets or animals to be on school grounds or in school/district facilities, except in accordance with the provisions of this administrative regulation. Pets or animals may be brought onto school facilities or onto district property in the following circumstances:

No part of this policy shall prohibit the appropriate use or access of legally approved/designated service animals. With prior consent of the superintendent or designee, working animals shall be permitted limited access as appropriate.

The district assumes no liability for the safety of animals voluntarily brought to school.

C. Forms and References

None

D. Procedure**Permission**

Staff and students must receive prior approval from the principal before bringing any animal into the school or classroom. Prior to granting permission, the principal shall consider the limitations and procedures identified in the administrative regulation.

Limitations

Animals brought to school by classroom teachers, or by students in support of a planned school lesson, may, with the consent of the principal or designee, remain at school for the number of days needed to achieve the educational goals as long as the following conditions are met:

1. Staff and students shall never bring their own pets/animals into district facilities except for educational reasons.
2. Students wishing to bring their pet to class for "show and tell" will need a parent or guardian to bring the pet to school at the appropriate time, supervise the viewing, and take the pet home immediately afterward.
3. Animals brought to school by students shall generally be taken home that same day.
4. Animals must be in good physical condition and be free of disease.

ANIMALS ON SCHOOL PROPERTY

5. Teachers who allow animals into their classroom shall provide for a plan for the proper care, sanitation, feeding and handling of the animal. The teacher shall be responsible for the animal's care in the event of any school closure and may allow students to take animals home with written parental permission
6. The teacher shall be familiar with any potential dangers caused by the animal, including air quality dangers, and shall give special consideration to any students who have allergies to certain animals.
7. No animal shall be allowed on school property if the animal is not legal in the state of California.
8. Students shall not bring poisonous or wild animals to school.
9. Animals must be appropriately and safely housed in a cage or aquarium.
10. The classroom teacher will annually complete a Facility Safety Inspection Checklist, making note of any discrepancies and answering all applicable questions. The teacher must submit the completed document to the Principal, who will note all discrepancies and concerns, and will forward the completed document to the Director of Risk Management, Environmental Compliance, Facility Use, and Energy Management.

Allergies

Special attention should be given to animals in terms of their effect on allergic students. If it is determined that the animal constitutes a health risk or if a student or a staff member suffers from an allergy that is aggravated by the presence of the animal, the animal must be removed immediately.

Animals shall not be brought to school on school buses. This shall not apply to seeing-eye dogs or service dogs needed by students.

Handling of Animals

1. Heavy rubber or leather gloves should be worn when handling animals. Gloves should be readily available.
2. Hands must be washed with soap and water after handling animals.
3. Students should be cautioned about the dangers of inserting fingers into occupied cages. Warning signs, such as *Keep Hands Away* should be posted conspicuously on cages housing animals that may bite.
4. Students should be trained to handle animals gently and not to excite the animals; for example, poking pencils at animals encourages biting behaviors.

Caring for Animals

ANIMALS ON SCHOOL PROPERTY

The Science Safety Manual gives specific guidelines for care of animals and related hazards. A clean, appropriate environment should be maintained. Animals must regularly be provided with food and clean water. The frequency of feeding will vary with the animal. Clean water should be provided at least daily. The frequency of cleaning will vary with the animal, but generally, animal droppings and waste food should not be allowed to accumulate in the cage. Animals must NOT be left unattended when schools are not in session and during “off-track” times.

Sanitation

DO NOT dry sweep or vacuum animal feces. Droppings, waste food, and bedding material may carry harmful bacteria and/or viruses so must be removed using wet cleaning methods with disinfectants. A Material Safety Data Sheet (MSDS) must be maintained at the school site for all cleaning materials and the classroom teacher must be familiar with the use of the MSDS. Cleaning materials must be procured through the district purchasing system. Wear gloves and a HEPA respirator when cleaning cages. Wash hands after cleaning cages.

Cages

1. Animals coming to school must be in a clean, safe, sanitary, and suitable self-contained enclosure appropriate to the size of the animal or be otherwise appropriately controlled.
2. Animals shall not be allowed to roam freely in the school.
3. Cages should be of an appropriate size and construction for the animal to be housed. Cages should be designed for ease of cleaning, i.e., removable waste pans and cleaned regularly. Aquariums and terrariums constructed primarily of glass should be avoided. Plexiglas or acrylics are preferred over glass. If glass must be used, it should be coated with a safety film to prevent shattering. Aquariums should not be located near electrical outlets except if the outlets are on ground fault interrupt circuits.

E. Reports Required

1. The classroom teacher will annually complete a Facility Safety Inspection Checklist, making note of any discrepancies and answering all applicable questions. The teacher must submit the completed document to the Principal, who will note all discrepancies and concerns, and will forward the completed document to the Director of Risk Management, Environmental Compliance, Facility Use, and Energy Management.

F. Record Retention

ANIMALS ON SCHOOL PROPERTY

1. A Material Safety Data Sheet (MSDS) must be maintained at the school site for all cleaning materials and the classroom teacher must be familiar with the use of the MSDS.
2. A completed copy of the Facility Safety Inspection Checklist will be maintained by the Director of Risk Management, Environmental Compliance, Facility Use, and Energy Management for one year

G. Responsible Administrative Unit

Instructional Services

H. Approved By

Assistant Superintendent for Instructional Services



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: James Mousalimas, Assistant Superintendent, H.R.
DATE: February 8, 2007
SUBJECT: Adopt Resolution 06-20 Authorizing Teachers to Teach Outside of their Major/Minor

BACKGROUND: Education Code Section 44263 authorizes teaching outside major and minor provided that the teacher has eighteen (18) semester hours of coursework, or nine (9) semester hours of upper division or graduate coursework in the subject area to be taught. The Tracy Unified School District currently has six (6) teachers teaching subjects outside of their majors and minors.

Education Code Section 44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent. The Tracy Unified School District currently has six (6) teachers with Multiple Subject credentials who are teaching departmentalized classes.

Education Code Section 44258.2 states: The holder of a single subject teaching credential or a standard secondary credential may, with his or her consent, be assigned by action of the governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of twelve semester units, or six upper division or graduate units of coursework at an accredited institution in the subject to which he or she is assigned. The Tracy Unified School District currently has three (3) teachers on this educational code.

Education Code Section 44865 states: A valid teaching credential issued by the State Board of Education or the Commission for Teacher Preparation and Licensing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which qualifications are prescribed by this section shall be made only with the consent of the teacher:

- (a) Home teacher.
- (b) Classes organized primarily for adults.
- (c) Hospital classes.

- (d) Necessary small high schools.
- (e) Continuation schools.
- (f) Alternative schools.
- (g) Opportunity schools.
- (h) Juvenile court schools.
- (i) County community schools.
- (j) District community day schools.

There are two (2) teachers teaching subjects not listed on their credential in continuation, opportunity and/or alternative education classes.

RATIONALE: In all the above instances the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing these assignments.

RECOMMENDATION: Adopt Resolution 06-20, authorizing teachers to teach outside their major and minor.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 06-20**

**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA**

**AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR MAJOR/MINOR
2006-2007**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections **44263** and **44256(b)** hereby authorizes assignment of a teacher licensed pursuant to the provisions of these sections, with his or her consent, to

Teach outside major and minor provided that the teacher has eighteen (18) semester hours of coursework, or nine (9) semester hours of upper division or graduate coursework in the subject area to be taught, and

Teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least twelve (12) semester units, or six upper division or graduate units of coursework.

BE IT FURTHER RESOLVED that the Governing Board pursuant to Education Codes Sections **44258.2** and **44865** hereby authorizes assignment of a teacher licensed pursuant to the provisions of these sections, with his or her consent, to

Teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of twelve (12) semester units, or six (6) upper division or graduate units of coursework, and

Be deemed qualified, with a valid teaching credential issued by the State Board of Education or the Commission for Teacher Preparation and Licensing, based on a bachelor's degree, student teaching, and special fitness to perform, as a teacher in the following assignments:

- a) Home Teacher
- b) Classes organized primarily for adults
- c) Hospital classes
- d) Necessary small high schools
- e) Continuation schools
- f) Alternative schools
- g) Opportunity schools
- h) Juvenile court schools
- i) County community schools
- j) District community day schools

Authorization shall remain valid for one year.

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 27th day of February, 2007, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gregg Crandall, President, Board of Trustees
Tracy Unified School District

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

Tom Hawkins, Board of Trustees
Tracy Unified School District

Name	Site	Assignment	Credential	Ed Code
Roger Casillas	DR	PE	Prof Clear SS: Art	44865
Lisa Mendez	FR	Math	Prof Clear MS w/SA: Art	44256(b)
Erin Morin	KE	Math	Prof Clear MS	44256(b)
Nelly Baretta	MV	Math	Life Multiple Subject	44256(b)
Jessica Fresco	NO	Social Science	Prof Clear SS: English	44258.2
Joann Quinn	NO	Science	Professional Clear SS: PE	44258.2
William Meyer	THS	Film Studies	Life Standard Secondary: Speech	44263
Jonathan Waggle	THS	Chemistry	Preliminary SS: Life Science	44263
Stephen Anastasio	WHS	PE	Professional Clear MS	44263
Matthew Loggins	WHS	PE	Professional Clear SS: Math w/SA: Intro Sci	44263
Denise Pacheco	Alt Ed	Math	Professional Clear SS: Social Science	44865
Denise Pacheco	Alt Ed	English	Professional Clear SS: Social Science	44865
Rebecca Hickman	WMS	Math	Professional Clear Multiple Subject	44256(b)
Bryan Kauk	WMS	English	Professional Clear SS: Social Science	44258.2
Amy Ladner	WMS	Agriculture	Professional Clear MS	44256(b)
Melissa Lunetta	WMS	Spanish	Professional Clear SS: English w/SA: ESL	44263
Terri Mason	WMS	Business	Professional Clear MS	44256(b)
Cheryl Reszka	WMS	Technology	Professional Clear MS	44263

