

**NOTICE**

**REGULAR MEETING OF THE GOVERNING BOARD  
TRACY UNIFIED SCHOOL DISTRICT**

**DATE: TUESDAY, JUNE 14, 2011**

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

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

**A G E N D A**

- 1. Call to Order**
- 2. Roll Call – Establish Quorum**  
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.  
Staff: J. Franco, C. Goodall, S. Harrison and B. Etcheverry.
- 3. Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
  - 3.1 Educational Services:**
    - 3.1.1** Findings of Facts: FF#10-11/147, 148, 153, 158
    - 3.1.2** Early Graduation: WHS/ABL #10210797, #10304349, #10318263  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_.
    - 3.1.3** PE Exemption: THS #10322002  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_.
  - 3.2 Human Resources:**
    - 3.2.1** Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes \_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_.
    - 3.2.2** Conference with Labor Negotiator  
Agency Negotiator: Sheila Harrison  
Assistant Superintendent of Educational Services & Human Resources  
Employee Organization: CSEA, TEA
- 4. Adjourn to Open Session**
- 5. Call to Order and Pledge of Allegiance**

- 6. Closed Session Issues:** **Pg. No.**
- 6a** Action on Findings of Facts: FF#10-11/147, 148, 153, 158  
**Action:** Motion\_\_\_; Second\_\_\_ **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_.
- 6b** Report Out on Early Graduation: WHS/ABL #10210797, #10304349, #10318263  
**Action:** **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_
- 6c** Report Out on PE Exemption: THS #10322002  
**Action:** **Vote:** Yes \_\_\_; No \_\_\_; Absent\_\_\_; Abstain \_\_\_
- 7. Approve Minutes of May 24, 2011.** **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:
- 9.1** Recognize and Congratulate Kirk Brown for Being Named San Joaquin County Teacher of the Year.
- 10. Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).  
This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.  
The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you. There is a record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. You may obtain copies of the policy from Human Resources, and staff will assist you.
- 11. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
- 11.1 Administrative & Business Services:**
- 11.1.1** Receive Report on the Tracy Unified School District Budget **7-8**
- 11.2 Educational Services:**
- 11.2.1** Receive Report on District Diversity and Equity Training Including Planning for the 2011-2012 School Year **9**

<b>12. PUBLIC HEARING:</b>	None.	<b>Pg. No.</b>
<b>13. Consent Items:</b>	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.	
	<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain__	
<b>13.1 Administrative &amp; Business Services:</b>		
13.1.1	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	10-11
13.1.2	Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	11-12
13.1.3	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	13-14
<b>13.2 Educational Services:</b>		
13.2.1	Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2011-2012 School Year	15-18
13.2.2	Approve Overnight Travel for Journalism Teacher, Alana Escalante to Attend the Journalism Education Association's Advisers Institute in Manhattan, Kansas, July 17-21, 2011	19
13.2.3	Approve Overnight Travel for West High School Agriculture Department Activities for the 2011-12 School Year	20
13.2.4	Approve Overnight Travel for the 2011-2012 Yearbook Staff to Attend Yearbook Camp at the University of the Pacific in Stockton, CA on July 18-20, 2011	21
13.2.5	Approve Agreement for Special Contract Services with San Joaquin County Office of Education Regional System of District and School Support (RSDSS) and John C. Kimball High School (KHS) for the 2011-2012 School Year.	22-27
13.2.6	Approve Agreement for Special Contract Services with WestEd to Provide Professional Development to the Tracy :High School Mathematics Department During the 2011-2012 School Year	28-31
13.2.7	Approve all Out of State, Overnight and Out of District Travel for Tracy High FFA Teachers and Students for the 2011-2012 School Year	32-38
13.2.8	Approve Overnight Travel for Kimball High School Dance Team to Attend Dance Camp at UC Davis in Davis, CA August 5-8, 2011	39
13.2.9	Approve Agreement for Special Contract Services with Keith Hawkins, Real Inspiration, Inc., for Student Leadership Mentor Training on August 3 and Freshman Orientation on August 4, 2011	40-44
13.2.10	Approve Agreement for Special Contract Services for Nancy Fetzter, for Coaching in Balanced Literacy Including Writing for Teachers at Villalovoz and McKinley Elementary Schools on November 28; December 1, 2011 and May 7-10, 2012	45-47
13.2.11	Approve Agreement for Special Contract Services with Gallagher de Signs to Paint the Cafeteria, Gym and Weight Room of John C. Kimball High School (KHS) for the 2011-2012 School Year (June 16-August 1, 2011)	48-51

	Pg. No.
13.2.12 Approve Agreement for Special Contract Services for J. Taylor Education to Provide a Full Day on Site Workshop on August 11, 2011 for all South/West Park Teachers	52-54
13.2.13 Approve Agreement for Special Contract Services with Conscious Teaching LLC to Facilitate a Conscious Classroom Management Workshop During the August 11, 2011 District PreService Day with Follow-Up During the October 17, 2011 Early Release Monday	55-58
13.2.14 Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Tracy Unified School District for the 2011-2012 School Year Villalovoz Elementary School	59-61
13.2.15 Approve Specialized Grant Funding for the Agriculture Incentive Grant for West High School During the 2011-2012 School Year	62-67
13.2.16 Approve the Agency Annual Report for the South/West Park State Preschool 2010-2011 Self-Evaluation	68-74
13.2.17 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School on September 14-November 9, 2011	75-77
<b>13.3 Human Resources:</b>	
13.3.1 Approve Classified, Certificated and/or Management Employment	78
13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	79-80
13.3.3 Approve Agreement for Special Contract Services for Assistant Cross Country Coach Kristina Holtz for the 2011-2012 Fall Season	81-83
13.3.4 Ratify Agreements for Special Contract Services for Assistant Baseball Coaches Anthony Crivello and Steve Alkire for the 2010-2011 Spring Season	84-88
13.3.5 Ratify Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School for the 2010 Summer Program	89-91
13.3.6 Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School for the Summer, 2011, and also Before and After School for the 2011-2012 School Year	92-94
<b>14. Action Items:</b> Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
<b>14.1 Administrative &amp; Business Services:</b>	
14.1.1 Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses	95-98
<b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	

- |                |   |                                       |
|----------------|---|---------------------------------------|
| <b>14.2</b>    | <b>Educational Services:</b>  | <b>Pg. No.</b>                        |
| <b>14.2.1</b>  | Acknowledge Board Policy 3515 and Administrative Regulation 3515 Use of Security Surveillance Cameras on District Property (First Reading)  | <b>99-104</b>                         |
| <b>Action:</b> | Motion___; Second___ <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   |                                       |
| <b>14.2.2</b>  | Approve Changes to TUSD High School Student Handbook (Separate Cover Item)  | <b>105-107</b>                        |
| <b>Action:</b> | Motion___; Second___ <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   |                                       |
| <b>14.2.3</b>  | Approve Changes to Middle School (6-8) School Safety and Violence Prevention Handbook (Separate Cover Item)   | <b>108-109</b>                        |
| <b>Action:</b> | Motion___; Second___ <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   |                                       |
| <b>14.2.4</b>  | Approve Changes to Elementary (K-5) School Safety and Violence Prevention Handbook (Separate Cover Item)  | <b>110-111</b>                        |
| <b>Action:</b> | Motion___; Second___ <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   |                                       |
| <b>14.2.5</b>  | Approve Changes to Coaches and Athletes Handbooks (Separate Cover Item)   | <b>112-113</b>                        |
| <b>Action:</b> | Motion___; Second___ <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   |                                       |
| <b>14.3</b>    | <b>Human Resources:</b>   |                                       |
| <b>14.3.1</b>  | Approve Declaration of Need for the 2011-2012 School Year   | <b>114-117</b>                        |
| <b>Action:</b> | Motion___; Second___ <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.   |                                       |
| <b>15.</b>     | <b>Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.   |                                       |
| <b>16.</b>     | <b>Superintendent's Report:</b> An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities. |                                       |
| <b>17.</b>     | <b>Board Meeting Calendar:</b>  |                                       |
| <b>17.1</b>    | <b>June 28, 2011</b>  |                                       |
| <b>17.2</b>    | <b>August 9, 2011</b>   |                                       |
| <b>17.3</b>    | <b>August 23, 2011</b>  |                                       |
| <b>18.</b>     | <b>Upcoming Events:</b>   |                                       |
| <b>18.1</b>    | <b>August 15, 2011</b>  | First day of School 2011-12           |
| <b>18.2</b>    | <b>August 29, 2011</b>  | District Welcome Back,                |
| <b>18.3</b>    | <b>September 5, 2011</b>  | No School, Labor Day                  |
| <b>18.4</b>    | <b>October 24, 2011</b>   | No School, Parent/Teacher Conferences |
| <b>18.5</b>    | <b>November 10-11, 2011</b>   | No School, Veteran's Day Holiday      |
| <b>18.6</b>    | <b>November 21-25, 2011</b>   | No School, Thanksgiving Holiday       |
| <b>18.7</b>    | <b>December 19, 2011 –</b>  |                                       |
| <b>18.8</b>    | <b>January 2, 2012</b>  | No School, Winter Break               |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aid 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, May 24, 2011**

**5:30 PM:** President Gouveia called the meeting to order and adjourned to closed session.

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

**7:10 PM:** President Gouveia 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 Facts: FF#10-11/125, 142, 143, 157, 159, 162  
**Action:** Guzman, Crandall. **Vote:** Yes-6; No-0; Absent-1(Silva)  
**6b** Report Out on Application for Reinstatement AR#10-11/46  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Silva)  
**6c** Report Out of Action Taken on Waiver of Expulsion WE#10-11/ 10, 11  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Silva)  
**6d** Report Out of Action Taken on Consider Leave of Absence Request for  
Classified Employee #UCL-152, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Silva)  
**6e** Report Out of Action Taken on Consider Leave of Absence Requests for  
Certificated Employees #UC-733, #UC-734, and #UC-747, Pursuant to  
Article XX  
**Action:** Approved. **Vote:** Yes-6 ; No-0; Absent-1(Silva)

**Employees Present:** C. Minter, J. Cardoza, P. Hall, N. Kettner, T. Sorgent, B. Carter, D. Sonnenburg,  
M. Simas, K. Jacobs, C. Beaken

**Press:** D. Rizzo (Tracy Press)

**Visitors Present:** M. Rainforth, R. Alahydoian, M. Shuey, A. Lotti, M. Badovinac

**Minutes:** **Approve Minutes of May 10, 2011.**  
**Action:** Swenson, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Silva).

**Student Rep Reports:** West High: Brooke Gard brought along next year's board rep, Dustin Vane, who is the ASB Vice President. She thanked the Board for the opportunity and Dustin also helped present information. Leadership elections took place March 23-25<sup>th</sup> and freshman interviews were held on April 19-20<sup>th</sup>. The theme for Prom was "Under the Ocean Blue" which was held at the Portuguese Hall. More than 400 students attended and they had a profit of \$7,000. Their goal for STAR testing is 750. Multicultural week was in May and they had different groups perform each day at lunch. On May 14<sup>th</sup> they participated in Relay for Life. Students held a

contest for character counts and also held a handball intramural tournament. David Reyes was the overall winner. They also held a basketball tournament during lunch which was lots of fun. The wrestling team was the TCAL champions and the baseball team was in the playoffs. The Senior Breakfast was catered by Black Bear Dinner. On May 18<sup>th</sup> they held Senior Beach Day which was rainy, but over 400 seniors attended and they had a DJ all day. They took almost 4 busloads of students on the Disneyland trip which was held on May 19 and 20<sup>th</sup>. Graduation is on May 28<sup>th</sup> at 8:30 a.m. This will be the largest graduating class with over 700 students. Junior leadership officers are selling water. The new theater is in the process of being built. She thanked all of the board members.

Kimball High: Aloukika Shah attended a conference and she is happy to be at Kimball High. Student, Audrey Day, was chosen to have her art work hanging in Congressman Jerry McNerny's office. Joel Bares was chosen as runner up for the 2011 tobacco prevention billboard. Tracy Chamber's Hire me First program selected students for a medical program. On May 14<sup>th</sup> Kimball High took a bus of students to Stanford. During finals week they held a spaghetti dinner sponsored by the Drama Booster Club and a Kimball High talent show. Their Spring concert was held on May 12<sup>th</sup>. Students are working on the "one wish" project for the tsunami victims. They were also involved in Relay for Life. She congratulated the boys' tennis and girls' softball team.

Tracy High: Taylor Bobbitt commented that the baseball, softball and soccer teams all made it to the playoffs. Track did well and Leadership class put on a dance for Special Ed students. The "Every 15 Minutes" program was presented to the students which specializes in the dramatization of the effects of drinking and driving. Prom was successful and the juniors did an amazing job. In the Junior Miss Program, Tracy High swept every category. Lisa Thompson was named Junior Miss and Renata Guzman was named the runner up. The students participated in Relay for Life. Seniors attended grad night at Disneyland and Senior Beach Day which was raining. Graduation is at 10:30 a.m. on Saturday. Taylor will be attend Sac State in the fall. Michelle Andrade will be the new board rep. She then presented a slide show on Tracy High.

Stein High: Jason Nasiri was unable to attend.

## **Recognition & Presentations:**

### **9.1 Recognize and Congratulate Tracy and West High School Pinnacle Teams**

This item was pulled from the agenda.

### **9.2 Recognize and Congratulate Williams Middle School for Earning AVID Demonstration School Status**

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized and introduced Anna Lotti, Coordinator and Michele Badovinac, Director, of AVID Region 6. They reviewed the prestigious distinction of being named an AIVD Demonstration School and presented a certificate of recognition to the Williams Middle School AVID Site Team and coordinator, Terri Sargent. Demonstration schools represent the top 3% of AVID schools

internationally. Everyone is welcome to tour the AVID classes. This team has worked tirelessly and gone above and beyond achievement of students.

## **Hearing of Delegations**

Mike Rainforth is an architect and whose firm was selected 15 years ago by TUSD and he has enjoyed an excellent relationship with this district. He is departing the firm at the end of this month. He has been involved with 4 unforgettable projects, one of which was in Tracy Unified. He didn't want to just mail out a thank you, but wanted to come in person and say "thank you". He will carry many memories of this school district with him.

Maria Shuey is a parent who requested an intra district transfer and it was denied. She doesn't agree with the district's boundaries and doesn't want to pay for transportation costs.

## **Information & Discussion Items:**

### **11.1 Administrative Services:**

#### **11.1.1 Receive Report on the Tracy Unified School District Budget**

Dr. Casey Goodall presented a power point on the Governor's May Revise. He learned from School Services of California and the County Office that the revision was dramatically more positive than his January budget proposal, but it is based on optimistic assumptions which could lead to problems in the future. Because the proposed funding level is predicated on the extension of the temporary taxes and there are several other risk factors to the budget, districts will be advised not to reverse any reductions currently made.

This is good news, but there is a lot of uncertainty in the future. With the budget we are bringing to the Board June, it will show a balanced budget for 11-12 and the next 2 years. We will be cutting approximately \$533,000 by 2012. We will know more and be more accurate in June. If the tax extension fails, we will need to cut \$3 million. Republican legislators are already opposing the tax extensions and this would need to happen in the next 30-40 days.

Our next step is to develop our TUSD budget in June, complete site staffing process, monitor California budget process, monitor the election process and enrollment and attendance in 2011-12.

## **Public Hearing:**

### **12.1 Administrative & Business Services:**

- 12.1.1**
1. Adopt Resolution No. 11-18 on the Board of Education of the Tracy Joint Unified School District (TFJSD) Acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2011-12.
  2. Approve Muni Financial for Preparation of the 2011-12 Tax Roll and Reporting of Delinquencies.  
(Agenda Item 14.1.2)

Open public hearing 8:28 p.m.

No comments were made.

Closed public hearing 8:29 p.m.



- Consent Items:**
- Action** Pulled 13.2.1 to vote on separately.  
Crandall, Vaughn. **Vote:** Yes-6; No-0. Absent-1(Silva)
  - 13.1 Administrative & Business Services:**
  - 13.1.1** Accept the Generous Donations from the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
  - 13.1.2** Approve Assembly Vendors and Site Assembly Utilization Calendars
  - 13.1.3** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
  - 13.1.4** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
  - 13.1.5** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
  - 13.2 Educational Services:**
  - 13.2.1** Receive Report of Progress on the District Strategic Plan
  - Action:** Crandall, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Silva)
  - 13.2.2** Approve Overnight Travel for the Girls Volleyball Team to Attend the North Valley Volleyball Officials Tournament in Redding, California, on August 26-27, 2011
  - 13.2.3** Approve Overnight Travel for Kimball High School Girls' Varsity Basketball Team to Participate in the Chico State Women's Basketball Summer Team Camp at Chico State University in Chico, California, June 17-19, 2011
  - 13.2.4** Approve Overnight Travel for Kimball High School (KHS) Cheerleaders to Attend Cheerleading Camp at Sonoma State in Rohnert Park, California, July 23-25, 2011
  - 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

- Action Items:**
- 14.1 Administrative & Business Services:**
  - 14.1.1** Approve Memorandum of Understanding by and Among Tracy Joint Unified School District and Lammersville Elementary School District and Lammersville Joint Unified School District for Mutual Agreements for Transportation Services for Lammersville Joint Unified School District High School Age Students to the Tracy District's Kimball High School
  - Action:** Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Silva)
  - 14.1.2**
    1. Adopt Resolution No. 11-18 on the Board of Education of the Tracy Joint Unified School District (TFJSD) Acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2011-12.
    2. Approve Muni Financial for Preparation of the 2011-12 Tax Roll and Reporting of Delinquencies.

- Action:** Swenson, Guzman. **Vote:** Yes-6; No-0; Absent-1(Silva)  
This item was moved up on the agenda.
- 14.1.3** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment Through Direct Sale to Vendor in Lieu of Disposal Expenses
- Action:** Guzman, Crandall. **Vote:** Yes-6; No-0; Absent-1(Silva)
- 14.1.4** Adopt Resolution No. 10-37 Authorizing Temporary Loans Between Funds for the 11/12 School Year
- Action:** Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Silva)
- 14.1.5** Accept Report from KNN Public Finance Regarding the Second Bond Issuance for School Facilities Improvement District #3, General Obligation Bonds, Election of 2008, Series 2011A and Series 2011B
- Action:** Swenson, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Silva)
- 14.1.6** Authorize the Associate Superintendent for Business Services to Award Contracts for Food and Non-Food Items for the 2011-2012 School Year
- Action:** Guzman, Costa. **Vote:** Yes-6; No-0; Absent-1(Silva)
- 14.1.7** Authorize the Director of Transportation to Bid and Award the Purchase of One (1) School Bus to Accommodate the Additional Special Education and Homeless Students Anticipated for the 2011-2012 School Year
- Action:** Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Silva)
- 14.2 Educational Services:**
- 14.2.1** Approve High School AP Physics B Textbook Adoption
- Action:** Crandall, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Silva)
- 14.3 Human Resources:**
- 14.3.1** Receive Peer Assistance and Review Annual Report for the 2010-2011 School Year
- Action:** Crandall, Guzman. **Vote:** Yes-6; No-0; Absent-1(Silva)

## **Board Reports:**

Trustee Swenson attended the Adult School graduation. Walter gave an excellent speech. He attended the CIF board of managers meeting. Time Warner wants to televise the section finals in some sports. They voted to agree with idea, but want leagues to study it more. Proposition 98 is a very complicated formula. Trustee Guzman commented on the school year. Everything went very well in our district and the schools seem to be doing well, and facilities are doing great. He congratulated the staff for a job well done. Trustee Vaughn attended the TAAA 8<sup>th</sup> grade recognition ceremony. Walter and Jill also attended. It was well organized and Paul Hall gave a great speech. Trustee Costa commented that she would like to recognize teachers and staff for a great job this year and congratulated her granddaughter who will be graduating from West High. Trustee Crandall congratulated his youngest daughter, Abby who made all league in soccer and congratulated his daughter, Katie who is graduating from West High. He congratulation all seniors throughout the district and also Congratulated Bill Swenson on his Relay for Life Team for raising over \$23,000 and who come in first place. Trustee Gouveia attended a child care dinner at Tracy High. They raised funds for the old Lammersville School. He participated in the Adult School

graduation. They had 49 graduates. One of the students had a dual recognition and was accepted to UCLA. He thanked the staff for a wonderful year.

**Superintendent  
Report:**

Dr. Franco complimented to people who made donations which included Harris IT Services who donated 22 Dell LCD Monitors with an estimated value of \$1,200.00, and the Cortopassi Family Foundation Excellence in Math Award in the amount of \$5,000. Southwest Park held a successful career day for their 5<sup>th</sup> graders. Steve Abercrombie has finished up the DARE graduations. He attended the Monte Vista Idol and the top 3 were all very good singers. He complimented the community and businesses in Tracy for the scholarships that are offered to the students. Joan Fell and Maria Arce did a great job organizing the scholarship nights. Dr. Goodall discussed the transportation proposal for the board members to attend graduations.

9:26p.m.

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Clerk	Date
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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 5, 2011  
**SUBJECT:** Receive Report on the Tracy Unified School District Budget

**BACKGROUND:** On January 10th Governor Brown proposed the California State Budget for 2011-12. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. The Governor's budget proposal was dependent on \$12.5 billion of cuts to agencies other than K-12 education, and by generating \$12 billion of revenues by extending three existing taxes for five years. While the proposed budget reductions have been enacted, the timeline has expired to place the tax initiative before the voters in June.

The Governor proposed to maintain level funding for K-12 education so long as the tax measure was placed on the ballot and approved by the electorate. Since the initiative is no longer an option, Tracy Unified School District now anticipates implementing the budget reduction plan adopted by the School Board on March 2, 2011, but, based on comments by the Governor, is uncertain if additional reductions will also be required.

On May 16<sup>th</sup>, the Governor presented his revisions to the state budget. The Governor underscored that schools have borne a disproportionate share of cuts during the past few years and an all-cuts Budget would require a suspension of Proposition 98, which he is unwilling to do. Furthermore, legislatures from both parties have expressed an unwillingness to support any plans to suspend Proposition 98, which would require a two-thirds vote of the legislature.

Perhaps the most surprising component of the Governor's May Revision is his stalwart conviction that a tax extension will be passed, which will protect K-12 education from cuts. Yet, there does not appear to be any plan which would allow a tax extension any time prior to passage of a state budget, and Controller John Chiang announced on June 2<sup>nd</sup> that:

Presenting the Governor with a balanced Budget by the Constitutional deadline is the most important, if not most difficult, job of the California Legislature. Chiang said. In passing Proposition 25 last November, voters clearly stated they expect

their representatives to make the difficult decisions needed to resolve any Budget shortfalls by the mandatory deadline, or be penalized. I will enforce the voters' demand."

He concluded that mere passage of a budget (which now requires only majority approval) is not adequate to meet the requirements of Proposition 25. Rather, he has concluded that Proposition 25 must be read in conjunction with Proposition 58, which was passed by voters on March 2, 2004, and requires the Legislature to pass a balanced Budget. In Chiang's opinion, the intent of Proposition 25 is that the Legislature's actions in March alone will not be sufficient to be considered a balanced Budget, and the remaining budget gap must be addressed with additional revenues, cuts, or a combination of the two. Consequently, he stated that he will permanently withhold legislators' salary and per diem beginning on June 16, 2011, if they fail to approve a balanced Budget in the next two weeks.

Any additional information gained prior to the Board meeting will be presented to the Board.

**RATIONALE:** Staff members are monitoring the ever-changing budget scenarios, and will provide a report on any new information available since the last School Board meeting.

**FUNDING:** There is no cost to hearing this report, but the California State Budget is the greatest source of funds available to the district and will impact budget planning.

**RECOMMENDATION:** Receive Report on the Tracy Unified School District Budget.

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



TRACY  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 7, 2011  
**SUBJECT:** Receive Report on District Diversity and Equity Training including planning for the 2011/2012 School Year

**BACKGROUND:** The Superintendent's Diversity Training Advisory Committee and District Diversity and Equity Steering Committee have recommended Diversity and Equity Training for staff in the District. Over the past four years, there has been a well-defined strategic process for training administrators and District staff on diversity and equity issues. In 2010, Glenn Singleton provided training for District and site staff on Diversity and Equity. In 2008, Dr. Bonnie Davis presented two workshops to Management Team and a workshop at a Teacher Buy Back Staff Development day on research-based culturally relevant classroom instructional strategies. In addition, Paul Slocum presented to Management Team and at Teacher Staff Development Buy Back Days on The Culture of Poverty. During the 2008-09 and 2009-10 school years, diversity and equity training have continued to be a primary focus area for staff development at both the District and site level. In order to continue this work, it is important to bring a recognized expert in this field to provide training for staff. At the May 10, 2011 Board meeting, the Board of Education approved Will Walker of Pacific Educational Group be hired as a trainer on Beyond Diversity for Management Team on July 28 and 29, 2011.

**RATIONALE:** It is important to provide ongoing updates and reports to the Board of Education regarding the progress of District Diversity and Equity training as well as to present plans for ongoing training in this area. This report will include a brief review of Diversity and Equity training in the District as well as planning for future trainings. This meets Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Goal #6: Provide training and staff development opportunities that are designed improve knowledge and skills of all employees.

**FUNDING:** N/A

**RECOMMENDATION:** Receive Report on District Diversity and Equity Training including planning for the 2011/2012 School Year

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



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 3, 2011  
**SUBJECT:** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

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

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

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A. Vendor: Regents of the University of California Cooperative Extension (UCCE),  
San Joaquin Count for UC-FSNEP  
Site: Willow, Central, Monte Vista, McKinley, North, South/West Park, Villalovoz,  
Jacobson  
Item: MOU for the Youth/Adult Food Stamp Nutrition Education programs  
Services: Furnish nutrition education material and training  
Cost: N/A  
Project Funding: N/A

---

B. Vendor: Raising A Reader  
Site: STEPS Program  
Item: Licensing Agreement for Raising A Reader Program  
Services: Implementation of the Raising A Reader Program with the STEPS program.  
Cost: \$500.00.  
Project Funding: General Fund

---

C. Vendor: AMS.NET  
Site: Kimball High School  
Item: Agreement  
Services: Cisco Security Surveillance Project. Project #2011-009 – Cisco IP Security  
Camera Project  
Cost: \$127,270.00  
Project Funding: Kimball High School Technology Start Up Funds

---

D. Vendor: Kontraband Interdiction & Detection Services, Inc. (K.I.D.S.)  
Site: District Wide  
Item: Agreement - Ratify  
Services: The contractor will provide a minimum of twenty-four (24) full day  
unannounced contraband inspections using detection canines as directed by the  
Tracy Unified School District, Services include inspections and consulting  
services using non-aggressive detection canines certified as a reliable team to  
detect illicit drugs, alcohol and pyrotechnics. No bid necessary because it is  
considered a "confidential service"  
Cost: \$8,760.00 Not to Exceed  
Project Funding: Unrestricted General Fund

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 3, 2011  
**SUBJECT:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

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

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

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A. Vendor: Warren Land Surveying, Inc.  
Site: Tracy High School – Stadium Renovation  
Item: Proposal  
Services: Consultant to provide Topographic Survey for the stadium location at Tracy High School.  
Cost: \$2,800.00  
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

---

B. Vendor: Rainforth Grau Architects  
Site: Tracy High School – Stadium Renovation  
Item: Agreement  
Services: Architectural services including engineering, consulting and construction administration for the new stadium at Tracy High School  
Cost: \$737,500.00; plus reimbursable costs  
Project Funding: Measure E Bond Funds and SSBF

---

C. Vendor: Rainforth Grau Architects  
Site: Tracy High School – Modernization/Reconstruction – Alarm System  
Item: Agreement  
Services: Architectural services including engineering, consulting and construction administration for the completion of the fire and intrusion alarm system at Tracy High School  
Cost: \$67,138.00; plus reimbursable costs  
Project Funding: Measure E Bond Funds and SSBF

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D. Vendor: Rainforth Grau Architects  
Site: Tracy High School – Modernization/Reconstruction – Painting  
Item: Agreement  
Services: Architectural services including engineering, consulting and construction administration for the exterior painting of buildings B, J, K, L & M at Tracy High School.  
Cost: \$10,000.00; plus reimbursable costs  
Project Funding: Measure E Bond Funds and SSBF

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 3, 2011  
**SUBJECT:** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

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

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

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A. Vendor: Office Depot  
Site: Kelly School  
Item: Quote  
Services: Cabling/Rack Infrastructure Project; power surge suppressors for classrooms.  
Cost: \$360.35  
Project Funding: Measure S Bond Funds

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B. Vendor: Monoprice  
Site: IGCg, Freiler School, Kelly School, Poet-Christian School, West High School  
Item: Quote  
Services: Extron Polevault Project; video/audio cables.  
Cost: \$40.07  
Project Funding: Measure S Bond Funds

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C. Vendor: AMS.NET  
Site: All Schools  
Item: Agreement  
Services: Cisco Security Surveillance Project. Project #2011-009 – Cisco IP Security Camera Project – Multiple School Sites.  
Cost: \$1,370,513.46  
Project Funding: Measure S Bond Funds

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 24, 2011  
**SUBJECT:** Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2011-2012 School Year.

**BACKGROUND:** The State Department of Education requires that school districts submit applications in order to receive funding for the Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant and that these applications be approved by the local school board. Such approval indicates that the Board agrees to follow all applicable regulations.

**RATIONALE:** The Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant provides additional money for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allowing students to attend leadership conferences at the national state and local level. By accepting these funds the District agrees to supplement the Agriculture Program by an in-kind match of the funds in the amount of \$11,632.00. This meets Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** The Agriculture Incentive Grant will provide \$ 11,632.00 and the District is responsible to provide in-kind matching funds. No additional funds are required by the District.

**RECOMMENDATION:** Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2011-2012 School Year.

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

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
 2011-12 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2011)

**DATES OF PROJECT DURATION - JULY 1, 2011, TO JUNE 30, 2012**

Tracy

Tracy Unified

(School Site)

(District)

**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

*James Francis*

Signature of Authorized Agent

*Mike Maddup*

Signature of Agriculture Teacher  
Responsible for the Program

Superintendent

Title

*James Francis*

Signature of Principal

Contact Phone Number: (209) 830-3360 ext.2051

Date of Approval of Local Agency Board:

Funds Requested - Part I

\$5,000.00

Part II

\$2,632.00

Part III

\$0.00

Part IV

\$4,000.00

Part V

\$0.00

Total

\$11,632.00

Number of Different Agriculture Teachers at Site:

4

**PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION**

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	X	
2. Leadership and Citizenship Development	X	
3. Practical Application of Occupational Skills	X	
4. Qualified and Competent Personnel	X	
5. Facilities, Equipment, and Materials	X	
6. Community, Business, and Industry Involvement	X	
7. Career Guidance	X	
8. Program Promotion	X	
9. Program Accountability and Planning	X	

**Formal Variance Request must be included if requesting a variance.** A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

## PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	
Three Teachers or More	\$5,000	\$5,000.00

## PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2010–11 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	329	\$2,632.00

## PART III - SAE AND RETENTION ALLOCATION

Number of State Degrees in 2010	4	
Percent of Students (R2) Receiving State Degree	1%	
SAE/Retention Standard Funds - If percentage of State Degree recipients is 5 percent or greater, then you are eligible for \$200 per degree awarded. Maximum of \$10,000.		FALSE

## PART IV - QUALITY CRITERIA 10–11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- \* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- \* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- \* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site: 4

List the Names of the Agriculture Teachers:

Laura Kelley	Pat Rooney
Jason Gentry	5.
Nikki Maddux	6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	1	\$2,000.00
Criterion 11A - Year-Round Employment		\$0.00
Criterion 11B - Project Supervision Period	1	\$2,000.00
<b>TOTAL FUNDS REQUESTED PART IV</b>		<b>\$4,000.00</b>

## PART V - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$3,000 (funds requesting) in space to the right.

PART VI - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		3,000.00	3,000.00
2			Subtotal for 4000	<b>\$3,000.00</b>	<b>\$3,000.00</b>
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation	3,800.00	3,800.00
4			2. Conferences	1,800.00	1,800.00
5			3. Meetings	1,500.00	1,500.00
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	<b>\$7,100.00</b>	<b>\$7,100.00</b>
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1. Computer lab	1,532.00	1,532.00
10			2.		
11			3.		
			4.		
12			5.		
13			Subtotal for 6000	<b>\$1,532.00</b>	<b>\$1,532.00</b>
14			Total for 4000-6000 Lines 2, 8, 13	<b>\$11,632.00</b>	<b>\$11,632.00</b>

TOTAL 2011-2012 Incentive Grant Allocation:

\$11,632.00

Part B - Complete this portion if a waiver of the matching requirement was granted:

Line	Acct. No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries		
16	1000	Salaries	Teachers' Salaries for Project Supervision Period		
17	3000	Benefits	Benefits for the Above Items (1000)		
18			TOTAL		<b>\$0.00</b>

TOTAL Amount of Waiver Requested:





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 2, 2011  
**SUBJECT:** **Approve Overnight Travel for Journalism Teacher, Alana Escalante to Attend the Journalism Education Association's Advisers Institute in Manhattan, Kansas, July 17-21, 2011.**

**BACKGROUND:** English Teacher, Alana Escalante will take on the challenge of teaching the Journalism Class during 2011-12 school year. Ms. Escalante requires training in this area of teaching in order to advise students in the publication of the Zephyr, West High's online student newspaper. She will attend this conference designed to support teachers of journalism and advisers of student publications. Courses offered will focus on: grading, educational resources, organization, morale, staff motivation and the role of the adviser.

**RATIONALE:** Mrs. Escalante has never taught students to create and produce a newspaper. She is unfamiliar with the inner workings of this endeavor and is seeking instruction and support. She will bring back invaluable knowledge and be prepared to instruct students in real world practices of publishing. This meets Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** The total estimated cost for transportation, registration, and lodging is \$1,700. This will be paid from West High Facility Use Funds.

**RECOMMENDATION:** Approve Overnight Travel for Journalism Teacher, Alana Escalante to Attend the Journalism Education Association's Advisers Institute in Manhattan, Kansas, July 17-21, 2011.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 2, 2011  
**RE:** Approve Overnight Travel for West High School Agriculture Department Activities for the 2011-12 School Year

**Background:** West High School Agriculture Advisor Marlene Hepner, and approximately 4 to 6 students would like to participate in the following events throughout the year as a part of the scheduled activities for the agricultural department.

September 30, 2011	Kid In-A-Box – McHenry House	Tracy
October 1-2, 2011	Central Region Officer Conference	Denair
January 6-7, 2012	Made for Excellence Conference	Sacramento
March 9-10, 2012	CSU-Chico FFA Field Day	Chico
April 20-24, 2012	State FFA Leadership Conference	Fresno
May 4-5, 2012	State FFA Contest Finals	San Luis Obispo
May 19-20, 2012	Tracy Relay for Life	Tracy
May 30-June 1, 2012	Chapter Officer Camping Retreat	Ione

Each activity is a benefit to the student to develop leadership abilities and officer experience.

**Rationale:** These opportunities allow the elected FFA officers from all 58 regional schools to meet and gain leadership skills from state officers and staff to facilitate the successful promotion of chapter programs, and provide resources for the school year. These programs will help build each student's sense of confidence, responsibility and leadership. This supports Strategic Goal #7 – Develop and Utilize Partnerships that Contribute to the Achievement of District Goals.

**Funding:** The cost for the Made for Excellence and State Finals Conferences will be \$100.00 per person for 4 students and advisor. The cost for the State Leadership Conference will be \$200.00 per person for 6 students and advisor. The meals are the students' responsibility. The transportation will be provided via a District van. All funding for the trip will be paid for through the FFA ASB account and the Agriculture Incentive Grant.

**Recommendation:** Approve Overnight Travel for West High School Agriculture Department Activities for the 2011-12 School Year

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** May 12, 2011  
**SUBJECT:** Approve Overnight Travel for the 2011-2012 Yearbook Staff to Attend Yearbook Camp at the University of the Pacific in Stockton, CA on July 18 – 20, 2011.

**BACKGROUND:** Each year a new group of students take over as staff of the yearbook, responsible to produce a memorable yearbook for the entire student body at West High School. This yearbook camp incorporates 3 days of planning, training and bonding with students. The staff's attendance is critical to the development of the book and gives students an understanding of how crucial their participation is and how heavy the responsibility to the product is. Students will completely design the yearbook to start the new school year. Mrs. McCoy, yearbook advisor and 6 female students will drive in a District van to University of the Pacific and stay in 2 dorm rooms. Students will be chaperoned during their stay by Mrs. McCoy and will not be allowed to leave campus at any time.

**RATIONALE:** This conference is an extremely important bonding experience for the yearbook staff. It creates ownership and buy-in for a product that costs thousands of dollars to produce and requires a great deal of dedication and responsibility. The training at camp is unique and provided by professional yearbook advisors from the Herff-Jones Company. The camp is smaller in size than most other camps and provides individual time and attention for each student to be thoroughly trained. This meets Strategic Goal #2 – Provide a safe environment for students and staff that is conducive to learning and Strategic Goal #7 – Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** The total estimated cost for transportation, registration, and lodging is \$300.00 per person. The ASB account for yearbook will pay for this camp for 6 students and their advisor Leslie McCoy.

**RECOMMENDATION:** Approve Overnight Travel for the 2011-2012 Yearbook Staff to Attend Yearbook Camp at the University of the Pacific in Stockton, CA on July 18 – 20, 2011.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 31, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and John C. Kimball High School for the 2011-2012 School Year.

**BACKGROUND:** Over the past several years, many schools within Tracy Unified have contracted with the County Office of Education, Regional System of District and School Support (RSDSS) to provide instructional training for their site leadership team. This training has resulted in building capacity within schools so that these teacher-leaders can eventually become coaches to their peers.

**RATIONALE:** Again this school year, John C. Kimball High School plans to participate in RSDSS training using Title II funds. The site is committed to continue to improve teacher quality and instruction and close the achievement gap. The outcome of this training will result in building capacity within the school so that these teacher-leaders can eventually become coaches to their peers. This request supports District Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** District and Site Categorical funding, Title II- Teacher Quality, Title II will cover these costs. The total amount paid to the County Office of Education (RSDSS) will not exceed \$10,000.00 for a total of seven teachers. San Joaquin County Office of Education, Title II Funds will pay for Direct Instruction training and Professional Learning Community training for up to seven teachers at John C. Kimball High School.

**RECOMMENDATION:** Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and John C. Kimball High School for the 2011-2012 School Year.

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

# **.TRACY UNIFIED SCHOOL DISTRICT**

1875 W. Lowell Avenue, Tracy, California 95376

## **AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education, Regional System of District and School Support (RSDSS), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide instructional training for Kimball High School leadership teams which will focus on improving teacher quality and instruction and closing the achievement gap.
2. Contractor will provide the ~~above services(s)~~, as outlined in Paragraph 1, for a period of up to a total of 35 days (      ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: either Tracy Unified School District or the San Joaquin County Office of Education.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 1,250.00 per person HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] **SHALL**; [ ☒ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ ☒ ] **MONTHLY PROGRESS BASIS**, [ ☐ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 22, 2011, and shall terminate on June 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Linda Boragno-Dopp at ( 209 ) 830-3200, ext. 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

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

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Linda Boragno-Dopp, Director of Alternative Programs  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board

**Send all copies to the Business Office:**

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

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

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

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

**I. Scope of the Work**

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

**II. Terms of Agreement**

Effective dates of agreement will be from August 1, 2011 – June 29, 2012.

**III. Compensation**

<b>Event</b>	<b>Participants</b>	<b>Days/Sessions</b>
Professional Development (SJCOE):	3 Participants	Aug 22, 2011
Topic: Professional Learning Community		Aug 23, 2011
		Set 20, 2011
		Nov 3, 2011
		Jan 10, 2012
Professional Development (SJCOE):	4 Participants	Sep 6, 2011
Topic: Direct Instruction Training		Sep 27, 2011
		Nov 8, 2011
		Nov 29, 2011
		Feb 28, 2012

Professional Development (SJCOE):	Site Administrator	Sep 13, 2011
Topic: Instructional Leadership		Nov 17, 2011
Network		Jan 11, 2012
		Feb 6, 2012
		Mar 28, 2012
On-site Professional Development	All certificated staff at Kimball High School	4 one-hour sessions (TBD)
Topics: (TBD)		
Instructional Tours	All certificated staff at Kimball High School	Aug 12
		8 Sessions (TBD)
		<b>Total \$10,000</b>

KHS/TUSD will pay SJCOE/RSDSS \$10,000 no later than August 1, 2011.

#### IV. Termination of Agreement

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

#### V. Certification of Non-Employee Status

- a) SJCOE/RSDSS certifies that at all times RSDSS is acting as an independent contractor and not as employee of Kimball High School, Tracy Unified School District. Kimball High School, Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.
- b) Kimball High School, Tracy Unified School District agrees to make no claim against the County Office of Education for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that Kimball High School, Tracy Unified School District is not entitled to any such benefits.



**San Joaquin County Office of Education**

**Kimball High School, Tracy Unified  
School District**

\_\_\_\_\_  
Gary Dei Rossi, Assistant Superintendent  
Educational Services Department

Date \_\_\_\_\_

\_\_\_\_\_  
Linda Dopp  
Director, Alternative Programs

Date \_\_\_\_\_

\_\_\_\_\_  
Mamie Starr, Director of Operations,  
Contract Manager

Date \_\_\_\_\_

\_\_\_\_\_  
Cheryl Domenichelli  
Principal

Date \_\_\_\_\_

\_\_\_\_\_  
Charles V. Vidal, RSDSS Director

Date \_\_\_\_\_

**CERTIFICATION OF NON-EMPLOYMENT STATUS:**

CONTRACTOR/CONSULTANT /DISTRICT certify that at all times  
CONTRACTOR/CONSULTANT/DISTRICT is acting as an independent contractor and not an employee of  
the San Joaquin County Office of Education. CONTRACTOR/CONSULTANT/DISTRICT agrees to  
indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and  
employees of the SJCOE against any and all claims which may result from this agreement.  
CONTRACTOR/CONSULTANT /DISTRICT agrees to make no claim against the COUNTY OFFICE for any  
vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits,  
unemployment benefits or any other benefits usually provided to employees and expressly agrees  
CONTRACTOR/CONSULTANT/DISTRICT is not entitled to any such  
benefits.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of  
Educational Services & Human Resources  
**DATE:** May 23, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services with WestEd to Provide  
Professional Development to the Tracy High School Mathematics Department  
During the 2011-2012 School Year.

**BACKGROUND:** Mardi Gale is a Senior Research Associate of Science, Technology, Engineering, and Mathematics for WestEd in Redwood City, CA. She is the primary curriculum writer, editor, consultant, and professional developer for The Algebraic Interventions for Measured Achievement at WestEd. In this role, she will provide professional development for all of the mathematics teachers in the Tracy High School Mathematics Department. This will include a full day of content during the August 11, 2011 District PreService Day, a follow-up day of content on October 17, 2011, two days of classroom coaching in the fall, and two days of classroom coaching in the winter. Each participant will receive two of the Aim for Algebra intervention modules to use with students.

**RATIONALE:** In 2011, the District had a target of 68% or more of all students demonstrating grade level/subject matter proficiency as measured by appropriate State tests. The last three years of Algebra scores indicate that as a District, 11% of our students scored proficient in 2008 compared to 25% of our students scoring proficient in 2010. While improvement has been demonstrated, the District has not yet attained the designated target. Tracy High School Algebra students have moved from 11% proficient in 2008 to 19% proficient in 2010. Professional development from WestEd will focus teacher training on utilizing best practices as well as intervention strategies for struggling students with the goal of increasing student achievement. This Agenda Item supports Strategic Goal #1: Provide a variety of learning opportunities through standards-based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** This contract is to be paid with Tracy High School Site and District Categorical Funding from Title II-Teacher Quality. This contract will not exceed \$21,800.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with WestEd to Provide Professional Development to the Tracy High School Mathematics Department During the 2011-2012 School Year.

**Prepared by:** Janice Bussey, Director of Staff Development

# 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 WestEd, 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 professional development to the Tracy High School Mathematics Teachers. This will be in the form of two full days of professional development during the August 11, 2011 District PreService Day with follow-up on October 17, 2011. Services will also include classroom coaching. Each teacher will be visited one day in the fall and one day in the spring.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of six ( ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 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 \$15,000 per HOUR/DAY/FLAT RATE (circle one), plus up to \$ 6800 to WestEd's publisher (Herff Jones) for materials not to exceed a total of \$ 21,800. 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, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES, [ X ] THREE PAYMENTS OF \$5,000 EACH AND SEPARATE SINGLE PAYMENT FOR MATERIALS 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, 2011, and shall terminate on June 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Janice Bussey at (209)830-3232 X 1551 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 ~~3d~~ 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. All pre-existing Contractor data, information, or materials provided to the District or used by Contractor in the performance of this Agreement shall remain Contractor's property. Upon expiration or termination of the Agreement for any reason, the District shall request instructions from Contractor regarding whether the District should: (1) erase or destroy any Contractor data, information, or materials files maintained by the District; or (2) return the data, information, or materials files to the Contractor.

**AGREED:**

Michael J. Neuenfeldt

Consultant Signature (1)

94-3233542 WestEd Tax ID Number

Social Security Number (2)

Title

730 Harrison Street, San Francisco, CA 94107-1242

Address

Tracy Unified School District

Tracy Unified School District

May 19, 2011

Date

01-4035-0-1110-1000-5800-800-2794

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:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 25, 2011  
**SUBJECT:** Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2011-2012 School Year.

**BACKGROUND:** Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions in order to receive training and in-service in the areas of Leadership and Education. Listed and attached on separate pages are the dates and functions recommended for approval.

**RATIONALE:** Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** Funding for the activities are District funds, Carl Perkins/VEA, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation, and students. Transportation is provided by District agriculture vehicles and District vehicles.

**RECOMMENDATION:** Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2011-2012 School Year.

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

# Tracy High School

## Agriculture Department/FFA Travel Schedule

### 2011/2012

<u>Date</u>	<u>Function</u>	<u>Funding</u>
7/20-21/11 (Wed-Thur)	FFA Officer Retreat Strawberry, California (Out of District, Overnighter teachers & students)	FFA Foundation
7/14-7/31/11 (Tue-Sun)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA Students
9/21/11 (Wed)	CATA Sectional Meeting (Fall) Manteca, CA (Out of District, teachers only)	Ag Dist. ROP
9/29/11 (Thur)	Opening and Closing Speech Contest Murphys, CA (Out of District, Teachers and Students)	FFA ROP
10/6/11 (Thur)	FFA Delta Cal Greenhand Conference Lodi, CA (Out of District, Teachers and students)	FFA
10/1-2/11 (Sat-Sun)	Central Region COLC Denair, CA (Out of District, Teachers and students)	FFA AG Incentive
10/13/11 (Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA
10/18-25/11 (Tue-Tue)	FFA National Convention Indianapolis, Indiana AND Boston, New York and Washington D.C. (Out of district, Overnight, teachers, Admin. Students)(Out of State)	Students, FFA Found.  Ag Incentive VEA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/19/11 (Wed)	AG-Venture Manteca, CA (Out of district, teachers and students)	FFA Ag Incentive
10/11-15/11 (Tue-Sat)	Grand Nationals San Francisco, CA (Out of district/overnight, teachers & students)	FFA ROP
11/3/11 (Thurs)	Greenhand and Chapter Degree Ceremony THS-RM 62 (Teachers, students, and parents)	FFA
11/11/11 (Fri)	Project Competition (Various Locations – Students homes) (Teachers and Students)	Students FFA
11/17/11 (Thur)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
11/19/11 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
11/15/11 (Tue)	CATA Administrators Night Amador, CA (Teachers and Admin.)	FFA Foundation
11/11-12/11 (Fri – Sat)	CATA Regional Meeting & Road Show Yolo County, CA (Out of District/overnight, teachers)	Ag Incentive
12/7/11 (Wed)	FFA Sectional Speech Contest BIG/Creed Linden, CA (Out of District, teachers and students)	FFA ROP



<u>Date</u>	<u>Function</u>	<u>Funding</u>
12/20-21/11 (Tue-Wed)	FFA Livestock workout Location – TBA (Out of district/overnight, teachers and students)	FFA
1/9/12 (Thur)	Delta-Cal Record Books Lathrop, CA (Out of District, teachers)	FFA Ag Dist
1/25/12 (Wed)	FFA Sectional Public Speaking & Job Interview Contest Elk Grove, CA (Out of district, teachers and students)	FFA District
1/26/12 (Thur)	Field Trip – FFA/Ag TBA (Out of district, teachers and students)	Ag District ROP
2/4/12 (Sat)	FFA Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/17-18/12 (Fri-Sat)	Made for Excellence Leadership Seminar Modesto, Ca (Out of district, teachers and students)	FFA
2/4/12 (Sat)	Tracy Lions Cioppino Feed Tracy Portuguese Hall (Teachers, students and parents)	N/C
2/14/12 (Tue)	Tulare Farm Show Tulare, CA (Out of District, teachers and students)	FFA ROP
2/8/12 (Wed)	FFA Central Region Prof. Review Ripon, CA (Out of district, teachers and students)	FFA
2/3-4/12 (Fri-Sat)	Arbuckle Field Day Arbuckle, CA (Out of district, overnight, teachers and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/16/12 (Thur)	FFA Speech Contest/Regional Semi-Finals Galt, Ca (Out of district, teachers and students)	FFA
2/25/12 (Sat)	FFA/CATA Central Region Meeting Merced College Merced, CA (Out of district, teachers and students)	Ag Incentive
2/25/12 (Sat)	Turlock/Pitman FFA Field Day Turlock, CA (Out of District, teaches and students)	FFA
3/1/12 (Thur)	State FFA Proficiency Scoring Galt, CA (Out of District, teachers and students)	FFA ROP
3/3/12 (Sat)	UC Davis Field Day Davis, CA (Out of district, teachers and students)	FFA Students
3/6/12 (Tues)	Field Trip (TBA) (Out of district, teachers, and students)	Ag Incentive ROP
3/6-9/12 (Tue-Fri)	FFA Leadership Exp. Conf Sacramento, CA ( Out of district, teachers and students)	FFA Ag Incentive
3/5/12 (Mon)	FFA Sectional Parli-Pro Contest & Co-op Escalon, CA (Out of district, teachers and students)	FFA
3/20/12 (Tue)	FFA State Degree Ceremony Stockton, CA (Out of district, teachers and students(	FFA
3/10/12 (Sat)	Chico State Field Day Chico, CA (Out of district, teachers, and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
3/23/12 (Fri)	Central Parli-Pro Competition MJC Modesto, CA (Out of district, teachers, and students)	FFA
3/17/12 (Sat)	Merced Field Day Merced, CA (Out of district, teachers and students)	FFA Students
3/17/12 (Sat)	Great Western judging contest Tulare, CA (Out of district, teachers and students)	FFA Students
3/24/12 (Sat)	Reedley Field Day Reedley, CA (Out of district, teachers, and students)	FFA
3/20/12 (Tue)	FFA Central Region State Degree Ceremony Merced, CA (Out of district, teachers and students)	FFA
3/24/12 (Sat)	Modesto JC Field Day Modesto, CA (Out of district, teachers and students)	FFA Students
4/13/12 (Fri)	FFA Central Region Parli-Pro Contest Fresno, CA or MJC, Modesto, CA (Out of district, teachers and students)	FFA
4/6/12 (Fri)	UC Davis Veterinary Medicine Ed. Day Davis, CA (Out of district, teachers and students)	FFA ROP
4/7/12 (Sat)	Plymouth Steer Show Plymouth, CA (Out of district, teachers and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
4/21/12 (Sat)	Fresno Field Day Fresno, CA (Out of district, teachers and students)	FFA
4/19-24/11 (Thur –Tues)	FFA State Leadership Conference Fresno, CA (Out of district, overnight, teachers and students)	FFA Students Ag Incentive
4/26/12 (Thur)	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation
5/4-6/12 (Fri – Sun)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers and students)	FFA Students Ag. Inc.
5/9/12 (Wed)	Central Regional Meeting/FFA Officer Election Escalon, CA (Out of district, teachers and students)	FFA
5/15/12 (Tue)	FFA/American Farmer Contest/Regional Turlock, CA (Out of district, teachers and students)	FFA Ag Incentive
6/5/12 (Tue)	FFA Point Awards Trip Great America or Marine World (Out of district, teaches and students)	FFA FFA Foundation
6/17-21/12 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag Incentive District

**\*\* It is IMPORTANT to note that we will more than likely be traveling to other FFA and CATA events and activities not listed above, as there is not information available at this time.**

**\*\*\*Due to the Sectional, Regional and State CATA committees, these dates may change.**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
& Human Resources  
**DATE:** May 23, 2011  
**SUBJECT:** Approve Overnight Travel for Kimball High School (KHS) Dance Team to Attend Dance Camp at UC Davis in Davis, CA August 5-8, 2011.

**BACKGROUND:** The Kimball High School (KHS) Dance Team would like to attend a Dance Team camp at UC Davis August 5-8, 2011. They will learn new choreography, dance technique, participate in competitions and be able to bond as a team. Jennifer Sprecksel (advisor) and fourteen (14) students will attend this event. They will travel to UC Davis on the morning of August 5 and return on August 8. Parent volunteers and the advisor will drive the team. Parent volunteers will have District approval prior to camp. Students will be staying in the UC Davis dorms and supervision will be provided by the advisor and Universal Dance Association (UDA) Camp event staff.

**RATIONALE:** The KHS Dance Team members have worked hard to be able to attend this camp. It is a great opportunity to represent the city of Tracy at the camp where they will demonstrate their team dynamics. They will also have an opportunity to meet and interact with cheerleaders from across California. This meets Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensure that all students meet or exceed level standards and results in closing the achievement gap and Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** There will be no cost to the District. The total cost per member will be \$369.00, which includes camp fees, lodging, meals and transportation. The funding for this trip will be paid by parent support and donations by these students and parents to participate in this camp.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School (KHS) Dance Team to Attend Dance Camp at UC Davis in Davis, CA August 5-8, 2011.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 25, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services with Keith Hawkins, Real Inspiration, Inc., for Student Leadership Mentor Training on August 3 and Freshman Orientation on August 4, 2011.

**BACKGROUND:** Kimball High School (KHS) Leadership students are planning a Freshman Orientation for the 2011/2012 school year. They have worked hard to build a leadership program in the school. In order to provide leadership to the incoming freshmen and to assist the freshman with the transition to high school, the Leadership students require training. Included with the training of our leadership students is a second day of facilitation of our freshman orientation. This service will be provided for the 550 incoming freshman to KHS. This training will build upon the year one training done in August 2010 and will further evolve the resources available to our students and their ability to mentor and lead the incoming freshman.

**RATIONALE:** The KHS Leadership students have worked very hard to build our leadership program and to become facilitators of a positive campus climate. This training will give them an opportunity to build their skills as mentors and leaders on our campus. Juniors and Seniors will receive training. This training is essential for their development. They will also have an opportunity to build relationships with the transitioning freshman. As freshman transition to high school, it has been shown these relationships aid in their academic success and their improved social interactions. This meets Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed level standards and results in closing the achievement gap and Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** The cost to the District is \$3,100.00. The funding for this training will be paid by KHS funds. In the future, ASB funds will be used for orientation activities.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Keith Hawkins, Real Inspiration, Inc., for Student Leadership Mentor Training on August 3 and Freshman Orientation on August 4, 2011.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Keith Hawkins, Real Inspirations, 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: Freshman Transition Program, Train Student Leaders and Facilitate Freshman Orientation.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of two ( 2 ) HOURS/DAY(S) (circle one), under the terms of this agreement at the following location Kimball High School Weight Room.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 3,100.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 3,100.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] SHALL; [ ☒ ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ ☐ ] MONTHLY PROGRESS BASIS, [ ☒ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 3, 2011, and shall terminate on August 4, 2011.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Casey Goodall at (209) 832-3200 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 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

\_\_\_\_\_  
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.

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March 11, 2011

Matt Soeth  
Kimball High School  
3200 Jaguar Run  
Tracy, CA 95377

Dear Matt:

Keith Hawkins is really excited about the privilege to work with you and the students at **Kimball High School on August 3 & 4, 2011**. He looks forward to the upcoming date and appreciates all your efforts in having him to your event.

An invoice, schedule, questionnaire and introduction are included with the agreement. Please keep the introduction for the day of the event. Sign and return the agreement along with the schedule for the day and questionnaire as soon as you can to move forward with the preparation for your day. If you see "TBA" on the agreement please fill them in before returning. Please fill out the questionnaire completely. This is very important for Keith to prepare for your day. It is important for a schedule to be returned at least two weeks prior to your day so we can make adjustments if necessary. Changes may need to be made so please leave room for some flexibility.

The invoice is for your billing. Checks are to be made payable to "Real Inspiration, Inc." and handed to Keith on the day of the event. Please do not mail checks unless it will be received before the date above. If it is mailed and arrives after the day above it is considered late. There is a 20% penalty for checks received after the date above. Please be prepared to pay the late fee if payment is not ready. The late fee is non-negotiable.

Feel free to use the information provided on our website ([www.realinspirationinc.com](http://www.realinspirationinc.com)) for any promotional material you are doing for Keith's presentation. Photographs can also be found on our website for your use.

You can return the agreement and pre-presentation paperwork by email ([keith@keithhawkins.com](mailto:keith@keithhawkins.com)) or fax (530-885-5515).

I will be in touch with you before the week of your presentation to discuss the details of the day. If I can provide you with any further information please feel free to call 888-604-4295.

Sincerely,  
*Lori Hawkins*

## Agreement for the Services of Keith Hawkins

**Sponsor:** Kimball High School  
**Contact Name:** Matt Soeth  
**Work Number:** 209-832-6600  
**Fax Number:** 209-832-6601  
**Alt. Number:**  
**Email Address:** 3200 Jaguar Run; Tracy, CA 95377  
**Day & Date:** Wednesday & Thursday, August 3 & 4, 2011  
**Arrival Time:** 8/3: 9:00 am 8/4: 7:30 am  
**Completion Time:** 8/3: 3:00 pm 8/4: 12:00 noon  
**Title:** TRL (Freshman Transition Program)  
**Assignment Details:** Train & Facilitate Program  
**Size & Description:**

### Terms of Agreement

**Speaker's fee will be \$3100.00. A deposit of \$400.00 for each day is requested to hold this date.** The remaining balance is to be paid on the day of the presentation. **If payments cannot be made on the day of the presentation speaker's fee will be \$3720.00.** This reflects the 20% penalty for late payment. Checks are to be made payable to Real Inspiration, Inc. Invoice is enclosed. Please Note: If you cannot have payment ready on the day of the event please be prepared to pay the 20% late fee described above. This late fee is non-negotiable.

Real Inspiration, Inc. Federal Tax ID #: 20-0457023

In the event of a cancellation, four week's notice will be needed. If this is not possible, there will be a 50% cancellation fee of Speaker's honorarium. If a cancellation occurs due to the weather the deposit will not be refunded and the day will be rescheduled at a later date. Additional travel costs may be paid due to flight changes.

Invoice is enclosed. Please Note: If you cannot have payment ready on the day of the event please be prepared to pay the 20% late fee described above. This late fee is non-negotiable. It is preferred to have the check handed to Keith on the day of the event rather than mailed ahead.

Please provide a handheld cordless microphone or a microphone with 50 to 100 feet of cord, and a quality sound system.

Agreed and Accepted by:

Lori Hawkins 3-16-11  
Lori Hawkins date

\_\_\_\_\_  
Matt Soeth date

Real Inspiration, Inc. 811 Tyler Dr. Auburn, CA 95603  
[www.realinspirationinc.com/](http://www.realinspirationinc.com/) [keith@keithhawkins.com](mailto:keith@keithhawkins.com) / 888-604-4295



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
**DATE:** June 1, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services for Nancy Fetzer, for Coaching in Balanced Literacy including Writing for Teachers at Villalovoz and McKinley Elementary Schools on November 28 – December 1, 2011 and May 7-10, 2012.

**BACKGROUND:** Through program evaluation and the results of District and State assessments, Villalovoz and McKinley Staff have identified the need to work on building a more balanced literacy program. Ms. Fetzer is a quality presenter that uses student language development to develop and improve their reading and writing skills. Ms. Fetzer will model guided reading and writing lessons. Following the lesson, Ms. Fetzer will debrief with each group of teachers.

**RATIONALE:** Villalovoz and McKinley Schools are Title I schools. Both McKinley and Villalovoz have identified the need to develop non linguistic representation to promote literacy skills. Nancy Fetzer integrates listening; speaking, reading and writing in all her lessons and imbeds academic vocabulary while teaching the curriculum. Nancy Fetzer has presented at state-wide conferences and is a highly respected writing coach. Nancy Fetzer will provide consulting and coaching services in reading and writing to staff. This in-service supports Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** Villalovoz Title I and EIA funds not to exceed \$6,800, McKinley Title II and Title I funds not to exceed \$6,800.

**RECOMMENDATION:** Approve Agreement for Special Contract Services for Nancy Fetzer, for Coaching in Balanced Literacy including Writing for Teachers at Villalovoz and McKinley Elementary Schools on November 28 – December 1, 2011 and May 7-10, 2012.

**Prepared by:** Lisa Beeso, Villalovoz School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Coach Villalovoz and McKinley teachers on Balanced Literacy and Writing on November 28-December 1, 2011 and May 7-10, 2012.
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) 8 (circle one), under the terms of this agreement at the following location Villalovoz and McKinley Schools will both receive 8 full days of service, alternating 4 days between 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 \$ 13,600.00 per FLAT RATE (circle one), not to exceed a total of \$ 13,600.00. 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 November 28, 2011, and shall terminate on May 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Carla Washington or Lisa Beeso at (209) 830-3331 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)/Tax ID #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address & Phone #

\_\_\_\_\_

\_\_\_\_\_  
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. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 31, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services with Gallagher de Signs to Paint the Cafeteria, Gym and Weight Room of John C. Kimball High School for the 2011-2012 School Year (June 16-August 1, 2011).

**BACKGROUND:** Kimball High School (KHS) opened its doors to students in August 2009. The school has no insignia, regalia or identification on the campus. This effort begins the process of school identification. This is the first insignia to designate the mascot and the name of the school.

**RATIONALE:** Gallagher de Signs will hand paint the KHS mascot and insignia in the cafeteria, gym and weight room. Identifying the school will further establish the facility as a learning environment both for students attending the school and for the community. This is a collaborative effort between the Food Services Department, the District Maintenance Department and KHS. This will support District Goal #2: Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** The funding source is District and Site start-up funding. The total amount paid to Gallagher de Signs will not exceed \$5,600.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Gallagher de Signs to Paint the Cafeteria, Gym and Weight Room of John C. Kimball High School for the 2011-2012 School Year (June 16-August 1, 2011).

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

# **.TRACY UNIFIED SCHOOL DISTRICT**

1875 W. Lowell Avenue, Tracy, California 95376

## **AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Jo Ann Gallagher, Gallagher de Signs, 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: Paint murals for Kimball High School in the Cafeteria, Gym and Weight Room.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Thirty days ( 30 ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: Kimball High School, 3200 Jaguar Run, Tracy, CA 95377.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 5,600.00 HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 5,600.00. 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 [ X ] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on June 16, 2011, and shall terminate on July 30, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Linda Boragno-Dopp at ( 209 ) 830-3200, ext. 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Casey Goodall, Associate Superintendant  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board

**Send all copies to the Business Office:**

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 25, 2011  
**SUBJECT:** **Approve Agreement for Special Contract Services for J. Taylor Education to Provide a Full Day On Site Workshop on August 11, 2011 for all South/West Park School Teachers.**

**BACKGROUND:** As part of our school plan evaluation this year, the school administration determined that there is a critical need for staff development for our teachers. During the 2010/2011 school year, the School Site Council approved a total of \$3,756 of Title II funds to be used to provide training with the J. Taylor Education Workshop during the 2011-2012 school year.

**RATIONALE:** South/West Park Elementary School is a Magnet School and has three very distinct programs. J. Taylor Education will provide a one day training on the use of depth and complexity to differentiate the core curriculum as an effective and exciting way to create challenging learning experiences for all students. This training will be used during our integration block where all students are in mixed groups to provide a rigorous lesson differentiated to meet the needs of all three programs. This supports Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** The total cost of this program is \$3,756 and will be paid with Site Title II funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services for J. Taylor Education to Provide a Full Day On Site Workshop on August 11, 2011 for all South/West Park School Teachers.

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

**Tracy Unified School District**  
1875 W. Lowell Ave., Tracy, California, 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: Provide a one day on-site workshop on best practices for implementing depth and complexity into the core curriculum for all South/West Park School teachers.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of One ( 1 ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 501 W. Mt. Oso, Tracy, California.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$3,756.00 per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$3,756.00. 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 at rates not to 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 "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on August 11, 2011, and shall terminate on August 11, 2011.
5. This agreement may be terminated at any time during the term by either party upon ( 30 ) days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

\_\_\_\_\_  
Consultant Signature (1)

33-113520

\_\_\_\_\_  
Social Security Number or TIN number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
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 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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr. Sheila Harrison~~, Assistant Superintendent of  
Educational Services & Human Resources  
**DATE:** May 26, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services with Conscious Teaching LLC to Facilitate a Conscious Classroom Management Workshop During the August 11, 2011 District PreService Day with Follow-Up During the October 17, 2011 Early Release Monday.

**BACKGROUND:** Paul Kilkenny and Grace Dearborn are professional developers for Conscious Classroom Teaching LLC. They impart the vision of *Conscious Classroom Management* written by Rick Smith. This publication is the textbook used with new teachers in the Tracy Teacher Induction Program (TTIP). The facilitators will draw on the latest research about classroom management along with their wealth of experience to focus more on the foundations on which to set up the classroom and the preventative measures a teacher should routinely apply so that positive student behavior is increased. They will also provide unique intervention and discipline strategies to use with the most challenging students. Each participant will receive a copy of the book *Conscious Classroom Management*. Paul Kilkenny will be facilitating the five-hour workshop during the August 11, 2011 District PreService Day and Grace Dearborn will provide the follow-up during the October 17, 2011 Early Release Monday.

**RATIONALE:** In 2011, the District had a target of 68% or more of all students demonstrating grade level/subject matter proficiency as measured by appropriate State tests. The District is also committed to providing a safe learning environment for students with the objective of reducing the number of suspensions and expulsions. These two areas affect one another. In order for students to achieve, there must be a safe and engaging learning environment for students where teachers promote positive behavior. Newer teachers, through TTIP, have been provided with professional development in classroom management with a greater focus on building a positive classroom atmosphere as opposed to controlling the classroom with consequences and punishments. Veteran teachers have not had such an opportunity. The teachers attending this workshop have all been teaching in the District more than three years and can benefit from this professional development opportunity. This Agenda Item supports Strategic Goal #1: Ensure that all students meet or exceed grade level standards and close the achievement gap by

providing a variety of learning opportunities through standards-based curriculum and assessment and research based instruction, Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning, and Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** This contract is to be paid with TUSD District Categorical Funding from Title II Teacher Quality. This contract will not exceed \$6200.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Conscious Teaching LLC to Facilitate a Conscious Classroom Management Workshop During the August 11, 2011 District PreService Day with Follow-Up During the October 17, 2011 Early Release Monday.

**Prepared by:** Mrs. Janice A. Bussey, Director of Staff Development

# 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 Paul Kilkenny and Grace Dearborn, Conscious Teaching LLC, 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: Facilitate a "Conscious Classroom Management" workshop during the August 11, 2011 District PreService Day with follow-up during the October 17, 2011 Early Release Monday.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of seven and a half ( 7 1/2 ) ~~HOURS~~ DAY(s) (circle one), under the terms of this agreement at the following location Williams Middle School Multi-Purpose Room.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$1700 per ~~HOUR/DAY~~ FLAT RATE (circle one) for Paul Kilkenny on August 11 and \$2000 per ~~HOUR/DAY~~ FLAT RATE (circle one) for Grace Dearborn on October 17, plus up to \$2500 for books, not to exceed a total of \$6200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [ X ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 1, 2011, and shall terminate on October 30, 2011.
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, Janice Bussey at ( 209 ) 830-3232 ext. 1551 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no

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

Agreement for Special Contract Services - Page 2

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
20-2986950 Taxpayer ID Number

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Title

\_\_\_\_\_  
21 Crest Road

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fairfax, CA 94608

\_\_\_\_\_  
(415)456-9190

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

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

\_\_\_\_\_  
May 23, 2011

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Department/Site Approval

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

\_\_\_\_\_  
Date Approved by the Board

**Send all copies to the Business Office:**

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- (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. Sheila Harrison~~, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** June 1<sup>st</sup>, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Villalovoz Elementary School for the 2011-2012 School Year.

**BACKGROUND:** Over the past several years, many schools within Tracy Unified have contracted with the County Office of Education, Regional System of District and School Support (RSDSS) to provide instructional training for their site leadership team. The teachers at Villalovoz have requested additional training to help our students to acquire academic language. Academic language is not a natural language and in order for students to be successful, academic language must be explicitly and systematically taught. This training has resulted in building capacity within schools so that these teacher-leaders can eventually become coaches to their peers.

**RATIONALE:** Again this school year, Villalovoz plans to participate in RSDSS training using categorical funds. The District is committed to continue to improve teacher quality and instruction and close the achievement gap. Villalovoz teachers will be participating in academic vocabulary training and onsite technical assistance. The training will consist of a 1 day team training, 5 lesson study sessions with 3<sup>rd</sup> and 5<sup>th</sup> grade teachers, 4 one hour staff professional development sessions and 5 instructional leadership network days, for a total of 15 days of service. The outcome of this training will result in building capacity within schools so that these teacher-leaders can eventually become coaches to their peers. This request supports District Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

**FUNDING:** Site Categorical Funds- Title I and Title II will pay this training not to exceed \$8,750.

**RECOMMENDATION:** Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Regional System of District and School Support (RSDSS) and Villalovoz Elementary School for the 2011-2012 School Year.

**Prepared by:** Lisa Beeso, Villalovoz 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 San Joaquin County Office of Education, Regional System of District and School Support (RSDSS), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide academic vocabulary training and onsite technical assistance.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 15 days (       ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: either Tracy Unified School District or the San Joaquin County Office of Education.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 8,750.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 8,750.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [   ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [   ] MONTHLY PROGRESS BASIS, [ X ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 1, 2011, and shall terminate on June 29, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Linda Boragno-Dopp at ( 209 ) 830-3200, ext. 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

\_\_\_\_\_  
Consultant Signature (1)

\_\_\_\_\_  
Social Security Number (2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Department/Site Approval

Linda Boragno-Dopp, Director of Alternative Programs  
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 and Human Resources  
**DATE:** June 2, 2011  
**RE:** Approve Specialized Grant Funding for the Agriculture Incentive Grant for West High School During the 2011-2012 School Year.

**BACKGROUND:** The State Department of Education requires that school districts submit an application in order to receive funding for the Agriculture Incentive Grant, and that this application be approved by the local school board.

**RATIONALE:** The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to provide an in-kind match of the funds in the amount of \$ 7,380.00. This supports Strategic Goal #4: Continuously improve fiscal and human resources, facilities and operational processes in order to support our efforts to meet or exceed district, state and federal targets and Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** The grant will provide \$7,380.00 and the District is responsible to supply in-kind matching funds. The matching funds have already been accounted for through the ROP budget of the Agriculture Department at West High School. No additional funds are required from the District.

**RECOMMENDATION:** Approve Specialized Grant Funding for the Agriculture Incentive Grant for West High School During the 2011-2012 School Year.

**PREPARED BY:** Jeff Frase, Principal, Merrill F. West High School

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT**  
**2011-12 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2011)

**DATES OF PROJECT DURATION - JULY 1, 2011, TO JUNE 30, 2012**

Merrill F. West High School

(School Site)

Tracy Unified School District

(District)

**Certification:** I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Sheila Harrison  
 Signature of Authorized Agent

[Signature]  
 Signature of Agriculture Teacher  
 Responsible for the Program

Assistant Superintendent of Educational Services & HR

[Signature]  
 Title  
 Signature of Principal

Contact Phone Number: 209-815-7276

Date of Approval of Local Agency Board:

6/28/2011

Funds Requested - Part I

\$4,500.00

Part II

\$1,680.00

Part III

\$0.00

Part IV

\$1,200.00

Part V

\$0.00

Total

\$7,380.00

Number of Different Agriculture Teachers at Site:

2

**PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION**

Quality Criteria	Will Meet Criteria	Variance Requested
1. Curriculum and Instruction	<u>Yes</u>	<u>          </u>
2. Leadership and Citizenship Development	<u>Yes</u>	<u>          </u>
3. Practical Application of Occupational Skills	<u>Yes</u>	<u>          </u>
4. Qualified and Competent Personnel	<u>Yes</u>	<u>          </u>
5. Facilities, Equipment, and Materials	<u>Yes</u>	<u>          </u>
6. Community, Business, and Industry Involvement	<u>Yes</u>	<u>          </u>
7. Career Guidance	<u>Yes</u>	<u>          </u>
8. Program Promotion	<u>Yes</u>	<u>          </u>
9. Program Accountability and Planning	<u>Yes</u>	<u>          </u>

**Formal Variance Request must be included if requesting a variance.** A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.

# PART I - CONTINUED

Departmental Allocation: Meeting the criteria in PART I makes the program eligible for the following amounts based on the number of teachers in the program.

Total Number of Teachers	Amount Eligible	Amount Requested
One Teacher or Less	\$4,000	
Two Teachers	\$4,500	\$4,500.00
Three Teachers or More	\$5,000	

## PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2010-11 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	210	\$1,680.00

## PART III - SAE AND RETENTION ALLOCATION

Number of State Degrees in 2010	1	
Percent of Students (R2) Receiving State Degree	0%	
SAE/Retention Standard Funds - If percentage of State Degree recipients is 5 percent or greater, then you are eligible for \$200 per degree awarded. Maximum of \$10,000.		FALSE

## PART IV - QUALITY CRITERIA 10-11 (OPTIONAL) ALLOCATION

Schools which qualify for a Departmental Allocation may apply for additional amounts for each specific Quality Criteria (10 and 11) met.

- \* Amounts requested in Quality Criterion 10 will be the indicated amount for that criterion, multiplied by the full-time equivalent (FTE). To count a preparation period, the teacher must be teaching Career Technical Education courses in Agriculture for 50 percent or more of their teaching periods.
- \* Amounts requested in Quality Criterion 11A will be the indicated amount for each teacher who was compensated a minimum of \$2,000 for year-round employment.
- \* Amounts requested in Quality Criterion 11B will be the indicated amount for each teacher who is provided a project supervision period. Project periods will be counted if the teacher has a preparation period as part of the regular teaching day.

Number of FTE Agriculture Teachers at Site: 2

List the Names of the Agriculture Teachers:

1. Marlene Hepner	4.
2. Laurel Taylor	5.
3.	6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	0.6	\$1,200.00
Criterion 11A - Year-Round Employment	0	\$0.00
Criterion 11B - Project Supervision Period	0	\$0.00
<b>TOTAL FUNDS REQUESTED PART IV</b>		<b>\$1,200.00</b>

## PART V - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

Quality Criterion 12 Form is attached and all criteria has been met. If the answer is yes, list \$3,000 (funds requesting) in space to the right.

\$0.00

PART VI - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		2,880.00	2,880.00
2			Subtotal for 4000	<b>\$2,880.00</b>	<b>\$2,880.00</b>
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation	2,500.00	2,500.00
4			2. Conference	2,000.00	2,000.00
5			3.		
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	<b>\$4,500.00</b>	<b>\$4,500.00</b>
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1.		
10			2.		
11			3.		
			4.		
12			5.		
13			Subtotal for 6000	<b>\$0.00</b>	<b>\$0.00</b>
14			Total for 4000-6000 Lines 2, 8, 13	<b>\$7,380.00</b>	<b>\$7,380.00</b>

TOTAL 2011-2012 Incentive Grant Allocation:

\$7,380.00

Part B - Complete this portion if a waiver of the matching requirement was granted:

Line	Acct No.	Classification	A Description of Item for Which Funds Were Expended	B Incentive Grant Funds	C Amount of Salary and Benefits
15	1000	Salaries	Teachers' Summer Service Salaries		
16	1000	Salaries	Teachers' Salaries for Project Supervision Period		
17	3000	Benefits	Benefits for the Above Items (1000)		
18			TOTAL		<b>\$0.00</b>

TOTAL Amount of Waiver Requested:

\$0.00



**California Ag Education**  
www.calaged.org

## School at a Glance

Select a school: << Select a School >>

GO >

**Data for Year:** 2010-2011

**School:**

# CA0394 Tracy - Merrill West

Merrill West HS

1775 W. Lowell Ave.

Tracy, CA 95376

[Get Map](#)

[Web Site](#)

**Teachers:** 2

**Courses Offered:**

Type	Course	Enrollment	H.S. Grad Credit UC Credit
Agriscience I	AG Biology	28	Life Science
Agriscience II	AG Earth Science	28	Physical/Earth Sci.
Agriscience II	AG Physics	6	Physical/Earth Sci.
Forestry/NR	Natural Resources	24	Life Science
O.H./Floral	Floriculture 1	27	Other
O.H./Floral	Floriculture 1	31	Other
O.H./Floral	Floriculture 1	22	Other
O.H./Floral	Floriculture 1	32	Other
O.H./Floral	Floriculture II	28	Other
	TOTAL	226	
	Average Class Size	25.1	

**FFA Students by Pathway:**

Pathway	Count
Agriscience	56
Forestry/NR	19
O.H.	135
	210

**FFA Students by Grade Level:**

Grade Level	Count
9	18
10	20

11	65
12	107
Total	210

**FFA Students by Years in Ag:**

Years in Ag	Count
1	158
2	38
3	11
4	3
Total	210
Average Years	1.3

Ed Data provides basic demographic data for schools in California. To view this data click on the button.

[View Ed Data](#)





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 25, 2011  
**SUBJECT:** Approve the Agency Annual Report for the South/West Park State Preschool 2010-2011 Self-Evaluation.

**BACKGROUND:** The Child Development Division of the California Department of Education requires all agencies receiving contract funding to complete an annual report. The report includes a self-evaluation process to assess the State Preschool Program and identify areas for improvement. The Agency Annual report must be formally approved by the Tracy Unified School District governing board.

**RATIONALE:** The South/West Park State Preschool's Parent Advisory Committee conducted the self-evaluation using the ECERS (Early Childhood Environment Rating Scale) and the Desired Results Parent Survey. The preschool director met with the teachers to identify areas needing improvement. This agenda item supports District Goal #1: Provide a variety of learning opportunities through standards-based curriculum and assessment and research-based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap, and District Goal #2: Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** Not Applicable

**RECOMMENDATION:** Approve the Agency Annual Report for the South/West Park State Preschool 2010-2011 Self-Evaluation.

**Prepared by:** Ramona Soto, Principal, South/West Park

**Agency Annual Report**

<b>Agency's Legal Name</b>		<b>TUSD/ South/West Park Elementary</b>	
<b>Vendor Number</b> 7549	<b>Contract Type</b>		<b>CDS Code</b>
	<input checked="" type="checkbox"/> CSPP <input type="checkbox"/> CCTR <input type="checkbox"/> CFCC <input type="checkbox"/> CHAN <input type="checkbox"/> CMIG		<input type="checkbox"/> Cal-SAFE
<b>Person Authorized to Sign Report</b>		<b>Dora L. Contreras</b>	
<b>Telephone Number</b>		<b>(209) 830-3210</b>	
<b>Cal-SAFE Coordinator</b>			
<b>Telephone Number</b>			
<b>Date Program Self-Evaluation Completed</b>		<b>May 23, 2011</b>	
<b>Number of Classrooms Reviewed</b>	<b>two</b>	<b>Number of Family Child Care Homes Reviewed</b>	
<b>Describe the Annual Report Process</b> (Note: This area expands as necessary)			
<p>The self-evaluation process was conducted through observation of both indoor and outdoor activities and interviewing parents and staff. The Early Childhood Environment Rating Scale (ECERS), Desired Results Parent Surveys, and Desired Results Developmental Profile summaries were used to conduct the evaluation. The self-study consisted of 6 parents, 2 teachers, and the director.</p> <p>Starting in October 2010, the parents were trained on the use of the ECERS instrument through reviewing the video and ECERS books (Eng &amp; Span).</p> <p>Using the ECERS, the Preschool Parent Advisory Committee conducted a self-assessment of the morning and afternoon classes through observation of the environment in the areas of Space and Furnishings. Personal Care Routines, Language &amp; Reasoning, Activities and Interaction and reported their findings. The ECERS score sheets were used to rate the different areas of the classroom. An assessment of the program was made by parents through the Desired Results Parent Survey they completed in the Spring 2011. The teachers met with the director to assess the program and identify areas for improvement.</p> <p>The Self-Evaluation was completed on May 23, 2011.</p>			
<b>A copy of the Program Self-Evaluation will be/has been presented to the Agency Board on Date: June 14, 2011</b>			
<b>Statement of Completion</b> I certify that a Program Self-Evaluation was completed.		<b>Signature</b>  <b>Name and Title: Linda Boragno-Dopp</b>	<b>Date</b>

### Environment Rating Scale Summary of Findings

<b>Contractor/Center:</b> TUSD / SOUTH/WEST PARK ELEMENTARY	
<b>Contract Type and/or Cal-SAFE:</b> CSPP	<b>Planning Date:</b> October, 2011
<b>Planner's Name and Position:</b> Dora L. Contreras - Director	<b>Follow-up Date:</b> May 19 2011
<b>Planner's Name and Position:</b> Delia Rodriguez & Sandra Arce, Preschool Teachers	<b>Planner's Name and Position:</b> Dora L. Contreras – Director, Delia Rodriguez & Sandra Arce

Use as many sheets as necessary to address key findings for all subscale averages below "5".

Sub-Scale Average	Key Findings from Environment Rating Scale	Action Steps (Include materials, training needs, any changes to schedules, space, and supervision.)	Expected Completion Date and Persons Responsible	Follow-Up (Changes made, date completed, and time extended.)
4	#17 Using language to develop reasoning skills.	Train parent volunteer to ask higher level questions.	October, 2011 Teachers	May /2012
4	#20 More individual art projects are needed for children to express themselves.	Plan an individual art project every week.	October, 2011 Teachers	May/2012
4	The cultures of the children are not represented in the curriculum.	Plan activities (music, stories, meals, snacks) representative of all cultures in the classroom.	October, 2011 Teachers	May/2012

**Desired Results Program Action Plan**

<b>Contractor/Center:</b> Tracy Unified School District/ South/West Park Elementary			
<b>Contract Type and/or Cal-SAFE:</b> CSPP		<b>Planning Date:</b> April 11, 2011	
<b>Planner's Name and Position:</b> Dora L. Contreras - Director		<b>Follow-up Date:</b> May 23, 2011	
<b>Planner's Name and Position:</b> Delia Rodriguez- Preschool Teachers		<b>Planner's Name and Position:</b> Dora L. Contreras - Director	
<b>Program Findings</b> (What you identified as needing improvement)	Our program needs to promote understanding and acceptance of diversity by encouraging the parents to share family customs with the children and include representative cultures in holiday celebrations. Inclusion of diversity should be a part of daily routines and play activities.		
<b>Program Goal</b> (What you want to accomplish.)	<b>Objectives</b> (How you will accomplish the goal.)	<b>Expected Completion Date and Persons Responsible</b>	<b>Follow-Up</b> (Changes made, date completed.)
Create more activities that are representative of all cultures of families in the classroom.	1. Survey the parents regarding their cultures & include in lesson planning.	Teachers & Director – May/2012	Oct/2011 meet with teachers regarding surveys
	2. Ask for families to share artifacts from their culture.	Teachers – May/2012	May/2012 – Ask for list of family participants
	3. Schedule a multicultural day – all families bring traditional costumes, music, food, etc.	Teachers – May/2012	October/2011 – Schedule Multicultural Day
	4. Inventory dramatic play props to see if they represent different races, cultures, ages & abilities	Teachers & Director – May/2012	October/2011 – Provide inventory list of materials

### Personnel Roster

(Note: Family Day Care Home Education Networks—Complete the first five boxes only.)  
(Copy this page as needed) (Tables expand as needed)

<b>Contractor Name</b> Tracy Unified School District		<b>Vendor Number and/or CDS Code</b> 7549	
<b>Program Director's Name</b> Dora L. Contreras	<b>Permit Number</b> 090169951 <b>Permit Type</b> Program Director		<b>Permit Expiration Date</b> 9/1/2014
<b>Site Name</b> South/West Park Elementary School			
<b>Site Supervisor's Name</b> Ramona G. Soto		<b>Permit Number</b> 110016880 <b>Permit Type</b> Clear Administrative Services Credential	<b>Permit Expiration Date</b> 4/1/2016
<b>Contract Type and/or Cal-SAFE</b>	<b>Site</b> _1 of 1	<b>Number of Classrooms</b> 2	<b>Hours of Operation</b> 8 a.m.-11:30 a.m
<b>Column A Classroom</b>	<b>Column B Lead Teacher's Name</b>	<b>Column C Permit Number and Type</b>	<b>Column D Expiration Date</b>
AM Preschool Room 75	Delia Rodriguez	070306217 Teacher	10/1/2012
<b>Site Name</b> South/West Park Elementary School			
<b>Site Supervisor's Name</b> Ramona G. Soto		<b>Permit Number</b> 110016880 <b>Permit Type</b> Clear Administrative Services Credential	<b>Permit Expiration Date</b> 4/1/2016
<b>Contract Type and/or Cal-SAFE CSPP</b>	<b>Site</b> __1 of _1_	<b>Number of Classrooms</b> 2	<b>Hours of Operation</b> 11 a.m.– 2:30 p.m
<b>Column A Classroom</b>	<b>Column B Lead Teacher's Name</b>	<b>Column C Permit Number and Type</b>	<b>Column D Expiration Date</b>
PM Preschool Room 75	Sandra Arce	090077354 Teacher	2/1/2014

### Attestation of Qualified Staff and Ratio Requirements

<b>Contractor Name</b> Tracy Unified School District			
<b>Vendor Number and/or CDS Code</b>	7549	<b>Contract Type and/or Cal-SAFE</b>	CSPP

The following documentation will be kept in the contractor's files, updated as necessary, and made available to CDD staff upon request:

- Current Personnel Roster (CD 3701) form attached to a current, comprehensive list of all personnel assigned to each classroom
- Copies of current permits, credentials, or temporary county certificates
- Copies of waivers, if applicable, for the Program Director or Site Supervisor(s)

(California *Education Code (EC)* sections 8203[g], 8208[v][aa][af], 8244, 8264.5, 8264.7, 8360-8361, 8463[l][m], *California Code of Regulations*, Title 5 (5 *CCR*), sections 18203, 18205-18207, and 18295)

The above named contractor maintains at least the following minimum ratios at all sites and these ratios shall be determined based on actual attendance.

Age Group	Adult:Child	Teacher:Child
Infants (Birth to 18 months)	1:3	1:18
Toddlers (18+ up to 36 months)	1:4	1:16
Preschool (36+ up to Kindergarten)	1:8	1:24
School-Age (Kindergarten and above)	1:14	1:28

(*EC* sections 8203, and 8264.7-8264.8; 5 *CCR*, sections 18013[d], 18135, and 18290)

I attest under **penalty of perjury** that all applicable staff-child ratios are met for each age group and classroom and that all program staff is qualified for the position held.

<b>Signature of Authorized Representative authorized to sign Annual Report</b>		<b>Date</b>
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Child Development of Division  
California Department of Education

Management Bulletin 11-01 Checklist  
March 2011

**Fiscal Year 2010–11 Program Self-Evaluation Checklist**

<b>Legal Name of Contractor</b>	Tracy Unified School District / South/West Park Elementary
<b>Center-Based Contract Type and/or Cal-SAFE</b>	CSPP

Complete a Program Self-Evaluation Checklist for each center-based contract and/or Cal-SAFE to ensure that each packet contains all the required forms as described below. Place a check mark in the box to verify that the item is included in the Program Self-Evaluation due by or no later than **Wednesday, June 1, 2011, 5 p.m.**

<b>Description</b>	<b>Check box</b> <input checked="" type="checkbox"/>
<b>All center-based contracts and/or Cal-SAFE must submit the following:</b>	
Agency Annual Report (CD 4000) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>
Environment Rating Scale Summary of Findings (CD 4002) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>
Desired Results Program Action Plan (CD 4003) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>
Personnel Roster (CD 3701) form: (One per center-based contract and/or Cal-SAFE). <b>Note: Family Child Care Home Education Network contractors need only fill out the first five sections.</b>	<input checked="" type="checkbox"/>
Attestation of Qualified Staff and Ratio Requirements (CD 3701A) form: (One per center-based contract and/or Cal-SAFE).	<input checked="" type="checkbox"/>

The FY 2010–11 Program Self-Evaluation must be received by the California Department of Education by or no later than **Wednesday, June 1, 2011, 5 p.m.** Mail the original documents to:

**FY 2010–11 Program Self-Evaluation**  
Child Development Division  
California Department of Education  
1430 N Street, Suite 3410  
Sacramento, CA 95814-5901



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** June 1, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School on September 14 – November 9, 2011.

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

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

**FUNDING:** District Title I designated funds will be used to pay for the PIQE program at Kimball High School. The District shall pay \$5,000 for the first class and if an additional class is warranted the cost will be an additional \$2000, not to exceed a total of \$7,000.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School on September 14 – November 9, 2011.

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



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Parent Training Course for the Parents of the Children Enrolled at John C. Kimball High School. The Training is Designed to Develop Skills and Techniques which will Enable Parents to Address the Educational needs of their School-Aged Children.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 9 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: John C. Kimball High School.

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

a. District shall pay \$ 5,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 7,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [ ] ~~SHALL~~ ~~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 September 14<sup>th</sup>, 2011, and shall terminate on November 9<sup>th</sup>, 2011

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, Cheryl Domenichelli at (209) 832-6600 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

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)/Tax ID #  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address & Phone #  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** June 3, 2011  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Tanner, Cristina

## COACHES

Pep Squad Advisor  
West High School  
Stipend: \$2,436.22

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~AK~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services  
 & Human Resources  
**DATE:** June 3, 2011  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified,  
 Certificated, and/or Management Employment

## BACKGROUND:

## CERTIFICATED MANAGEMENT RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Fine, Jon Principal	Hirsch	06/30/11

## BACKGROUND:

## CERTIFICATED RETIREMENT

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Dasig, Susan History	West High	08/18/11
Hand, Patricia Art	West High	05/29/11

## BACKGROUND:

## CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Hendrixson, Stephen School Psychologist	DEC	06/30/11	Personal
Kerley, Amy 7 <sup>th</sup> Core	Williams	06/30/11	Personal

**BACKGROUND:****NAME/TITLE****SITE**

Fishback, Floranne  
Special Ed Para Educator I

Stein

**CLASSIFIED RETIREMENT****EFFECTIVE  
DATE**

07/01/2011

**BACKGROUND:****NAME/TITLE****SITE****EFFECTIVE  
DATE****REASON**

Austin, Virginia  
Food Service Worker  
(1 hour breakfast)

Poet-Christian

05/31/2011

Personal

Carrillo, Sharon  
Special Ed Para Educator I

West High

05/27/2011

Personal

Christensen, Cindy  
School Supervision Assist.

Monte Vista

05/27/2011

Personal

Hager, Annette  
School Supervision Assist.

Bohn

05/31/2011

Relocating

Haws, Maren  
I.E.P. Para Educator I

Villalovoz

05/28/2011

Student Teaching

Plascencia, Sandra  
Elementary Attendance Clerk

South/WP

06/07/2011

Personal

Poynter, Barbara  
Custodian I

Hirsch

06/27/2011

Personal

Reis, Chantelle  
School Supervision Assist.

Bohn

06/30/2011

Personal

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

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



# HUMAN RESOURCES

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 1, 2011  
**SUBJECT:** Approve Agreement for Special Contract Services for Assistant Cross Country Coach Kristina Holtz for the 2011-2012 Fall Season

**BACKGROUND:** There is a need in the cross country program at Tracy High for adequate supervision by knowledgeable coaches to ensure the runners have a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

**RATIONALE:** Kristina Holtz is uniquely qualified to assist and enhance the cross country program at Tracy High School. She has extensive running experience as a collegiate Division I all-conference athlete. The experience and enthusiasm she will bring to the players will ensure the overall success and safety of the program. Her duties will consist of assisting with daily practice, training, race management, and fundraising.

**FUNDING:** Kristina's stipend will be paid directly from the Tracy High School ASB cross country account and will not exceed \$3000.00.

This aligns with Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

**RECOMMENDATION:** Approve Agreement for Special Contract Services for Assistant Cross Country Coach Kristina Holtz for the 2011-2012 Fall Season

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

**Tracy Unified School District**  
1875 W. Lowell Avenue, Tracy California 95376-4095

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Kristina Holtz, 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: Coaching duties for Tracy High School Cross Country team
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of \_\_\_\_\_ ( ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 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 \$ 3,000 per HOUR/DAY FLAT RATE (circle one), not to exceed a total of \$ 3,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - C. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on July 10 2011, and shall terminate on Nov. 10 2011.
5. This agreement may be terminated at any time during the term by either party upon 14 ( ) days written notice.
6. Contractor shall contact the District's designee, GARY HENDERSON at (209) 130-3360, 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:

Kristina Holtz  
Consultant Signature (1)

5118111  
Social Security Number or TIN number (2)

Kristina Holtz  
Date

Title

Tracy, CA 95376  
Address  
City/State/Zip

Phone Number

Tracy Unified School District

Date

01-0000-0-1110-1000-1105-806-8146  
Title

Account Number to be charged

Department/Site Approval

Budget Approval

Date Approved by the Board

- 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.





# HUMAN RESOURCES

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 1, 2011  
**SUBJECT:** Ratify Agreements for Special Contract Services for Assistant Baseball Coaches Anthony Crivello and Steve Alkire for the 2010-2011 Spring Season

**BACKGROUND:** There was a need in the baseball program at Tracy High for adequate supervision by knowledgeable coaches to ensure the players had a safe, educational and positive experience. Having exceptionally qualified staff is the primary aim of the program.

**RATIONALE:** Anthony Crivello and Steve Alkire are uniquely qualified to assist and enhance the baseball program at Tracy High School. They have extensive baseball experience as players and also as coaches. The experience and enthusiasm they bring to the players assisted with the overall success and safety of the program. Their duties consisted of assisting with daily practice, game management, scouting, and fundraising. This agenda item needs to be ratified as the head coach was unaware of the Board procedures.

**FUNDING:** Both stipends will be paid by the District and reimbursed by the Tracy High School ASB account and will not exceed \$4000.00 (\$2000.000 each).

This aligns with Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

**RECOMMENDATION:** Ratify Agreements for Special Contract Services for Assistant Baseball Coaches Anthony Crivello and Steve Alkire for the 2010-2011 Spring Season

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

**Tracy Unified School District**  
1875 W. Lowell Avenue, Tracy California 95376-4095

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Steve ALKIRE, 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: Supervision, instructing and educating Tracy High baseball players.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 4 Months ( ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Tracy High School and Various ball parks.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$ 2,000.- per HOUR / DAY (FLAT RATE) (circle one), not to exceed a total of \$ 2,000.-. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [ ] **SHALL**; [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - C. District shall make payment on a [ ] **MONTHLY PROGRESS BASIS**, [X] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on Feb. 10, <sup>2011</sup>~~199~~, and shall terminate on MAY 15, ~~199~~ 2011.
5. This agreement may be terminated at any time during the term by either party upon N/A ( ) days written notice.
6. Contractor shall contact the District's designee, Vic ALKIRE at (209) \_\_\_\_\_ h 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:

Stephen Alkire  
Consultant Signature (1)  
Social Security Number or TIN number (2)  
5/31/11  
Date  
Coach  
Title  
Address  
Tracy, CA 95377  
City/State/Zip  
Phone Number

Tracy Unified School District  
5/31/11  
Date  
Athletic Director  
Title  
01-0000-0-1110-1000-1105-806-8/06  
Account Number to be charged  
SEA  
Department/Site Approval  
Budget Approval  
Date Approved by the Board

- 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.

**Tracy Unified School District**  
1875 W. Lowell Avenue, Tracy California 95376-4095

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Anthony Crivello, 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: Supervising, instructing and educating Tracy High baseball players
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 4 MONTHS ( ) ~~HOURS/DAY~~ (circle one), under the terms of this agreement at the following location Tracy High School and Various ballparks.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$ 2,000.00 per HOUR / DAY FLAT RATE (circle one), not to exceed a total of \$ 2,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to 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 "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 Feb. 10, 1992, and shall terminate on MAY 15, 1992.
5. This agreement may be terminated at any time during the term by either party upon N/A ( ) days written notice.
6. Contractor shall contact the District's designee, Vic ALKIRE at (209) 865-1111 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)  
5-31-2011  
\_\_\_\_\_  
Date  
Coach  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Address  
Tracy, CA. 95377  
\_\_\_\_\_  
City/State/Zip  
\_\_\_\_\_  
Phone Number

Tracy Unified School District  
5/31/11  
\_\_\_\_\_  
Date  
Athletic Director  
\_\_\_\_\_  
Title  
01-0000-0-1110-1000-1105-866-8166  
\_\_\_\_\_  
Account Number to be charged  
\_\_\_\_\_  
Department/Site Approval  
\_\_\_\_\_  
Budget Approval  
\_\_\_\_\_  
Date Approved by the Board

- 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.



# HUMAN RESOURCES

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 3, 2011  
**SUBJECT:** Ratify Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School for the 2010 Summer Program

**BACKGROUND:** There was a need in the new athletic program at Kimball High School during the summer, 2010, for assistance in establishing the weightlifting program and provide weightlifting assistance by knowledgeable coaches. Knowledgeable coaching ensured the players had a positive and safe educational experience. Implementing a successful athletic program at Kimball High School and having exceptionally qualified staff is the primary aim of the program.

**RATIONALE:** Kimball High School would like to pay Damio Towkaniuk for his services rendered for establishing and implementing the new weightlifting program during the summer, 2010. Damio Towkaniuk is currently a teacher and volunteer coach at Kimball High School. Mr. Towkaniuk's extensive experience and enthusiasm ensured the overall success and safety of the program. His duties included establishing the weightlifting program and supervising athletes while weightlifting during the summer. He also oversaw the weightlifting program for the fall, winter and spring seasons of the 2010-2011 school year and was paid according to the special contract services agreement that was approved by the Board on September 14, 2010. Clarification was needed in order to properly pay Mr. Towkaniuk for his services rendered during the summer, 2010; therefore, this agenda needs to be ratified.

**FUNDING:** Expenses for the weightlifting assistance will be paid by the District and reimbursed by the Kimball High School Associated Student Body account. Payment to Mr. Towkaniuk will not exceed \$1500.00.

**RECOMMENDATION:** Ratify Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School for the 2010 Summer Program

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

**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 Damio Towkaniuk, 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: Weight Training for Kimball High School Athletic Teams for the July - August of 2010.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of Forty five ( 45 ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Kimball High School Weight Room.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 1,500.00 per FLAT RATE (circle one), not to exceed a total of \$ 1,500.00. 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 June 1, 2010, and shall terminate on August 10, 2010.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Casey Goodall at (209) 832-3200 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 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)

5/13/11

Date

Teacher

Title

Address

Tracy CA 95377

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:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 3, 2011  
**SUBJECT:** Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School for the Summer, 2011, and also Before and After School for the 2011-2012 School Year

**BACKGROUND:** There has been a need in the athletic program at Kimball High for weightlifting assistance by knowledgeable coaches to ensure the players have a positive and safe educational experience. Having exceptionally qualified staff is the primary aim of the program.

**RATIONALE:** Damio Towkaniuk is currently a teacher and volunteer coach at Kimball High School and is uniquely qualified to assist and enhance the weightlifting program at Kimball High School. Mr. Towkaniuk's extensive experience and enthusiasm will ensure the overall success and safety of the program. His duties will include supervising athletes while weightlifting during the summer, 2011, and also before, during and after school for the fall, winter and spring athletic seasons of the 2011-2012 school year. This agenda item needs to be ratified as he began providing these services on May 30, 2011, prior to this Board Meeting.

**FUNDING:** Expenses for the weightlifting assistance will be paid by the District and reimbursed from the Kimball High School ASB account. Expenses will not exceed \$4500.00 for the summer and the 2011-2012 school year.

This aligns with Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School for the Summer, 2011, and also Before and After School for the 2011-2012 School Year

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

# 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 Damio Towkaniuk, 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: Supervise Weight Training for athletes before and after school during the Summer, Fall, Winter and Spring Sports.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days per Week for 2 and ½ Hours **HOURS(s)** (circle one), under the terms of this agreement at the following location Kimball High School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$1500.00 for Summer, and \$1000.00 each per season for Fall, Winter and Spring **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$4500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] **SHALL**; [ ☒ ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed 0.00 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 May 30,, 2011, and shall terminate on May 11, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Casey Goodall 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 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.

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** June 6, 2011  
**SUBJECT:** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment

**BACKGROUND:** District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "Materials accumulated which have no further value to the program of the school district, from time to time, be disposed of in such a manner to provide maximum benefit to the school district." BP 3316

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material make up (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder, or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of Materials Management has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

When disposing of damaged, obsolete & surplus furniture and equipment, bidding for this service is not required. Yet, to ensure district assets and tax dollars are used appropriately, the district contacted several vendors, including Tracy Delta Disposal, for their respective prices. The results of our contacts with vendors has led us to create a pool of vendors to help service our needs. The vendors to be included this round of surplus equipment are: ARC International, Cali Resources, Tri Products Recycling, Universal Waste Management, Inc and e-Recycling of California.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The over all value of the inventory is negative or at best negligible as has been determined by the District. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, will be sold to recyclers. All of these vendors provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and guards our safety against any internal information being accessed after it is declared surplus. The District has no financial history in doing business with Tri Products Recycling or Universal Waste Management, Inc. or Cali Resources. We have two years of experience with ARC International and three recent transactions with e-Recycling of California.

**RATIONALE:** "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety

through certification. The vendors listed above all provide a warranty on parts before donation or resale exchange takes place and provides a recycling program for all items that are toxic and not reused. Liability exposure to district is eliminated.

**FUNDING:** Cost is only the labor time to palletize and load items with a slight return possible.

**RECOMMENDATION:** Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment through Direct Sale to Vendor in Lieu of Disposal Expenses.

**Prepared by:** Gary M. Jayne, Director of Materials Management.

DSC Surplus List - 6/6/2011

ITEM			In Warehouse		
Vehicle #	Type	Serial #	Dept	Year	Manufacturer
126 (48)	Mower	7052102121	G	1997	Jacobson
92	Trailer	4P2WB2428TU005667	G	1996	Pacea
168	Van	1GNDX03E13D227285	G	2003	Chevy
	Aerator	Qty: 2			
	Disk	Qty: 1			



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 12, 2011  
**SUBJECT:** Acknowledge Board Policy 3515 and Administrative Regulation 3515 Use of Security Surveillance Cameras on District Property (First Reading).

**BACKGROUND:** On November 4, 2008, voters in the Tracy Unified School District passed Measure S, a \$43.1 million school bond. Bond funds will be used to address the most critical renovation and modernization needs at the District's oldest elementary and middle schools. In-addition, the Bond funds will be used to upgrade technology and provide security systems to enhance student safety in all schools where the District serves students from kindergarten through high school.

**RATIONALE:** Security surveillance cameras and security signage are planned to be implemented at all schools beginning this summer. BP 3515 and AR 3515 provide language that identifies purpose, scope, and information on general operations for the District's security surveillance system. This supports District Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning and Strategic Goal #3: Use technology as a tool to improve classroom instruction and school operations.

**FUNDING:** No funding implications from implementing this Board Policy and Administrative Regulation.

**RECOMMENDATIONS:** Acknowledge Board Policy 3515 and Administrative Regulation 3515 Use of Security Surveillance Cameras on District Property (First Reading).

**Prepared by:** Cindy Minter, Director of Information Services and Educational Technology.



## USE OF SECURITY SURVEILLANCE CAMERAS ON DISTRICT PROPERTY

### A. Purpose and Scope

The Governing Board is committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft. The Board authorizes the use of security surveillance cameras on District property to promote a safe and secure environment, and the enforcement of District Board policies.

The District shall notify students, their parents/guardians, and staff in handbooks and other publications that camera surveillance may be active on District property, and in accordance with District regulation for the surveillance of District facilities.

The Superintendent or designee shall develop campus security procedures which are consistent with the goals and objectives of the District's comprehensive safety plan and site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

### B. General

The Board believes that the reasonable use of security surveillance cameras will help the District achieve its goals for campus security. In consultation with the Information Services and Educational Department and relevant staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras, whether temporary or permanent. Security surveillance cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Outside of these areas, there is no expectation of privacy and surveillance cameras may be used. Any audio capability on the District's surveillance equipment shall be disabled so that sounds are not recorded, unless authorized by the Superintendent.

Prior to the operation of the security surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous locations at affected school buildings and grounds. These signs shall inform students, staff, and visitors that surveillance may occur. The Superintendent or designee shall also provide prior written notice to students, their parents/guardians and staff about the district's surveillance system, explaining that the recordings may be used in disciplinary proceedings and personnel matters, and that matters captured by the camera may be referred to local law enforcement, as appropriate.

Video recordings may be shared with outside law enforcement authorities, as deemed appropriate by the Superintendent or his designee. Video recordings and images of students captured on security video recording devices that are maintained by Tracy Unified School District are considered education records under FERPA. Accordingly, these video images may be shared with parents or students whose images are on the video and with outside law enforcement authorities, as deemed appropriate by the Superintendent or his designee.

## USE OF SECURITY SURVEILLANCE CAMERAS ON DISTRICT PROPERTY

### A. Purpose and Scope

To protect the safety and security of students, employees and authorized visitors to school and administrative sites, to safeguard District facilities and equipment from theft and vandalism, and to enforce District Board policies.

### B. Locations Subject to Monitoring

Security surveillance cameras may be used to monitor buildings, exterior campus areas, including but not limited to; parking lots, perimeters, walkways, entrance and exit doors, interior hallways, large open interior spaces, picnic areas, foyers, lobbies, gymnasiums, athletic fields, and stadiums. No video cameras will be installed in classrooms or offices without the prior authorization of the Superintendent.

### C. Notice and Authorization To Monitor

Whenever and wherever security surveillance cameras are installed, signs will be posted in conspicuous locations informing people that the buildings and grounds may be under video surveillance.

### D. System Operation

1. Security surveillance cameras will be installed both inside and outside of buildings in areas around school campuses and other District owned facilities.
2. Remote control of any security surveillance cameras shall only be made by an authorized system operator or Superintendent Designee.
3. No interior covert security surveillance cameras will be installed without specific cause and prior Superintendent approval.
4. No dummy security surveillance cameras or empty decoy camera domes will be deployed on any District owned property. All installed equipment will be active and connected to the video recording system. Cameras may be offline due to technical issues, maintenance, hardware failures or reconfiguration.
5. The security surveillance system shall not monitor areas where the public, students or employees have a reasonable expectation of privacy. Examples include, but are not limited to: locker rooms and restrooms.
6. There will be no intentional video monitoring or recording of any lawful union activity on District property. This excludes any gatherings that take place in the field of view of existing security surveillance cameras.
7. The use of video recording equipment on District property shall be supervised and managed by the Information Services and Educational Technology Department.

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8. Video recording should be reviewed when there is a need to do so, either because an incident has been reported or is suspected to have occurred. Examples include, but are not limited to: incidents of property damage, theft, trespassing, personal injury or any unlawful activity.
9. Administrative staff assigned to the security surveillance systems will be required to review and apply these regulations in performing their duties and functions related to the operation of the system.
10. Audio may be part of a video recording if approved by the Superintendent, or designee, for special circumstances. Although the District may use a variety of video cameras with different technical capabilities, no representation is made that all will be capable of audio recording. Unless authorized, all cameras will have the audio functions disabled during normal operations.
11. Students are prohibited from unauthorized use, tampering, or otherwise interfering with video recording and/or video equipment. Discipline for such action will be based on the Student Conduct Code.
12. Staff are prohibited from unauthorized use, tampering, or otherwise interfering with video recording and/or video equipment. Violation of this policy may result in disciplinary action up to and including dismissal depending on the nature and severity of the incident.
13. Staff are prohibited from the use of personal and/or non-District security surveillance equipment on District property. Violation of this policy may result in disciplinary action up to and including dismissal depending on the nature and severity of the incident.
14. The District shall provide reasonable safeguards, which may include, but are not limited to, password protection, managed firewalls, and control of physical access to protect the camera surveillance systems from unauthorized users or unauthorized use.
15. These regulations shall be incorporated into any training and orientation programs. The regulations should be reviewed and updated periodically.
16. Video monitors of the security surveillance recording system shall be located in controlled areas and not be located in any areas that would enable public viewing.
17. Security surveillance recording equipment shall be used in accordance with all school District board policies, including the District's non-discrimination policy and its corresponding regulations relating to privacy and safety.

**E. Storage and Security**

1. Storage of video recordings will be dependent upon the type of system installed and with the introduction of new technology. There is no maximum storage time defined by this policy.
2. Video recordings held for review of property, staff or student incidents will be maintained in their original form pending resolution. Recordings will then be released for deletion, copied

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for authorized law enforcement agencies or retained as required in accordance with established District procedures and applicable law.

3. All recordings or other storage devices that are not in use should be stored securely and in a controlled access area. Access to the storage devices should be possible only by authorized personnel. Logs shall be kept of all access to recordings.

**F. Student Records.**

1. The District shall treat the video recording of an individual student as part of that student's educational record. Only video that is exported from the video recording system related to a specific incident can be made part of a student record.
2. The District will comply with all applicable State and Federal laws and District Board policies related to record maintenance, retention, and disclosure. All video is stored temporarily in the video recording system and is not archived or backed up.
3. Requests to review video recordings shall comply with all applicable State and Federal laws and Board policies relating to student records and guidelines for responding to public requests for information.

**G. Viewing Requests.**

All requests for review of video recordings that are considered an educational record or personnel record will be made as follows:

1. All viewing requests must be submitted in writing. Requests for viewing will be limited to those parents/guardians, students and/or District officials with a direct interest in the proceedings as authorized by the Superintendent or designee. Only the portion of the video recording related to the specific incident will be made available for viewing.
2. Approval/denial for viewing will be made within a reasonable amount of time of receipt of the request and communicated to the requesting individual, relative to the severity of the incident.
3. A written log will be maintained for those viewing video recordings, including the date and time of the viewing, reason for viewing, date the recording was made of the incident, location of the camera that made the recording, and signature of the viewer.
4. Video recordings will remain the property of the School District and may be reproduced only in accordance with the law and applicable Board policy.

**Legal References**

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

(cf. 5125 - Student Records)

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(cf. 5125.1 - Release of Directory Information)

### **EDUCATION CODE**

32020	Gates to School Grounds
32211	Willful Disturbance, Public Schools or Meetings
32228-32254	School Safety and Security
32280-32288	School Safety Plans
35160	Authority of Governing Boards
35160.1	Broad Authority of School Districts
38000-38005	Security Patrols
49050-49051	Searches by School Employees
49060-49079	Pupil Records, Rights of Parents, Privacy of Pupil Records
51512	Electronic Listening or Recording Device

### **PENAL CODE**

469	Unauthorized making, duplicating or possession of key to public building
626-626.10	Disruption of Schools
627-627.10	Access to School Premises
632	Eavesdropping on or recording confidential communications
635	etc.
647 (k)	Disorderly Conduct
653	Loitering; School Grounds

### **CALIFORNIA CONSTITUTION**

Article 1, Section 28(c) Right to Safe Schools

### **CONSTITUTION OF THE UNITED STATES**

U.S. Constitution, 4 Amendment

### **UNITED STATES CODE, TITLE 20**

20 USCA 1232(g) Family Educational Rights and Privacy Act

### **COURT DECISIONS**

New Jersey v. T.L.O. (1985) 469 U.S. 325

New Jersey v. T.L.O. (1989) 485 U.S. 325

### **ATTORNEY GENERAL OPINIONS**

84 Ops. Cal. Atty. Gen. 146 (2001)

83 Ops. Cal. Atty. Gen. 257 (2000)

75 Ops. Cal. Atty. Gen. 155 (1992)

Adopted:

Revised: 03-10-2011

Revised 05-12-11



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 1, 2011  
**SUBJECT:** Approve Changes to TUSD High School Student Handbook

**BACKGROUND:** The Board of Trustees is asked yearly to accept revisions and changes to school handbooks. The TUSD High School Student Handbook has a variety of proposed changes.

**RATIONALE:** Changes in School Handbooks need to be reviewed with the Board of Trustees. It is important that handbooks are reviewed yearly for accuracy and compliance with new policies. High school administration and staff review handbooks on site and then propose changes to the Director of Student Services. The Director of Student Services works with all the schools to maintain uniformity between their handbooks. The proposed changes are then presented to the board for approval. This agenda item meets Strategic Goal #2-Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Changes to TUSD High School Student Handbook

**Prepared by:** Paul E. Hall, Director of Student Services and Curriculum

# Proposed Changes to TUSD High School Student Handbook

*Pages 9 and 10: bold applied to item 5, 6, and 10*

*Rationale: draw attention to these items and highlight the connection between Saturday school hours and off campus privilege*

- 5      **A students' off campus pass will be confiscated if s/he accumulates more than 15 hours of Saturday School any time during the semester. Juniors and seniors owing more than 15 hours of Saturday School in the first two weeks of each semester will NOT get their off campus lunch pass issued for that quarter.**
6.      **After the 10th unexcused absence from a class in one quarter, the student will be referred to the AP for the SARB process.**
- 10      **To receive Perfect Attendance credit, student must serve one day of Saturday School during those 10 days of Perfect Attendance.**

Page 10: Change word from "may" to "shall"

Rationale: make it specific

Excessive Absences: Ten or more days of absences **within the school year** (AR 5113, adopted Nov 2009) are considered excessive and **shall** require a doctor's note.

Page 11: Modified the HS "Tardy policy"

Rationale: Make it more workable.

Page 12: bold last sentence

Rationale: Make Students and teachers more aware of the policy.

All teachers **must sign off** on travel study for the absence to be excused in Attendance.

Page 14: Bold it

Rationale: Ed Code clarity to parents

Based on Ed code

Page 32: Add and Delete

Rationale: Collect all fines in a timely fashion, and before students' departure from school

All books not returned by the last day of finals or at the time of the student check out from school, will have an overdue charge of \$5.00 per book. ~~Additionally, the overdue fees shall be added for every year that the book is not returned.~~ **A student's grades, high school diploma, and transcripts will be held from students and parents/guardians until the lost or damaged book is either returned or the fee is paid.**

Page 32: Addition of the term "Prescription Drugs"

Rationale: Clarity of procedure for all kinds of Prescription/non-prescription drugs

Medical: This includes both—over the counter and prescription drugs

Page 32: Added Type 2 Diabetes Information

**Rationale:** Include signs and symptoms of the disease.

**Page 38:** Added Campus Security

**Rationale:** Installation of security cameras is a new addition at each site.

**Page 43:** Added items under “unauthorized group/gang apparel”

**Rationale:** Clarify what is allowed or not allowed on campus

- No Macrame or other type of rosaries allowed. However, metal rosaries on a chain are allowed.

**Page 44:** Added “Parking policy”

**Rationale:** Student should not be parking in staff designated parking spots.

**Parking:** Do not park in any unauthorized spaces. Cars that are illegally parked are subject to a parking ticket and towing charges. Drivers who continue to abuse parking regulations will lose their school vehicle use privileges and are subject to school disciplinary action (Ed Code 48990 sub section K). Loitering is prohibited in all parking lots before school, during break and after school.

**Page 58:** Added “phone calls”

**Rationale:** Additional way to forge information

#### **IX. Forged Documents**

Any document, note, ID. card or Off Campus pass that is altered, loaned, contains false information, has a forged signature or picture, phone calls or has not been officially issued.

**Page 58-61 :** Changed Consequences for Subsection K –Item XII, XIII, XVII, XIX, XXII, and XXIV

**Rationale:** Specify assignment of 2 consecutive Saturday School, for greater and more timely student accountability.

**Page 80:** Changes on the “Transcript Request form”

**Rationale:** Language modification & to include specific turn-around time


**Page 83:** Added Draft of “Concurrent Enrolment Form”

**Rationale:** Parents can familiarize themselves with the form needed for approval of a non-TUSD/outside class





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:**  Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 23, 2011  
**SUBJECT:** Approve Changes to Middle School (6-8) School Safety and Violence Prevention Handbook

**BACKGROUND:** The Board of Trustees is asked yearly to accept revisions and changes to school handbooks. The Middle School (6-8) School Safety and Violence Prevention Handbook has a variety of proposed changes.

**RATIONALE:** Changes in School Handbooks need to be reviewed with the Board of Trustees. It is important that handbooks are reviewed yearly for accuracy and compliance with new policies. Middle School (6-8) school administration and staff review handbooks on site and then propose changes to the Director of Student Services. The Director of Student Services works with all the schools to maintain uniformity between their handbooks. The proposed changes are then presented to the board for approval. This agenda item meets Strategic Goal #2-Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Changes to Middle School (6-8) School Safety and Violence Prevention Handbook

**Prepared by:** Paul E. Hall, Director of Student Services and Curriculum

**SUMMARY OF TUSD MIDDLE SCHOOL HANBOOK CHANGES FOR**  
**2011 – 2012**

PAGE 1: Table of Contents reflect changes in page numbers due to new information added. It also shows that the TUSD Acceptable Use Agreement has been added to the handbook.

PAGES 4 – 7: Reflects added health information provided by Cindy Edmiston and new information about security cameras

PAGE 25: Adds the additional offense addressing “Unauthorized Groups” under 48900 section k.

PAGE 31: Reflects added information provided by Donna Sonnenburg.

PAGE 46 – 47: Reflects added information provided by Cindy Minter.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~UK~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 23, 2011  
**SUBJECT:** Approve Changes to Elementary (K-5) School Safety and Violence Prevention Handbook

**BACKGROUND:** The Board of Trustees is asked yearly to accept revisions and changes to school handbooks. The Elementary (K-5) School Safety and Violence Prevention Handbook have a variety of proposed changes.

**RATIONALE:** Changes in School Handbooks need to be reviewed with the Board of Trustees. It is important that handbooks are reviewed yearly for accuracy and compliance with new policies. Elementary (K-5) school administration and staff review handbooks on site and then propose changes to the Director of Student Services. The Director of Student Services works with all the schools to maintain uniformity between their handbooks. The proposed changes are then presented to the board for approval. This agenda item meets Strategic Goal #2-Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Changes to Elementary (K-5) School Safety and Violence Prevention Handbook

**Prepared by:** Paul E. Hall, Director of Student Services and Curriculum

## **ADDITIONS/ CHANGES MADE TO K-5 HANDBOOK**

Pg 2- Page numbers corrected to reflect new information in handbook

Pg 3- 5 New Health information added

- RIDE immunization Registry program information
- Pertussis
- Diabetes

Pg 6- Correction made to

- a. Personal illness: Doctor's note is required after 10 days (not 5)
- f. Inserted AR 5113 – which clearly states what Religious Instruction is excused- handbook (prior was vague)

Page 7-Surveillance Cameras on Campus new information, due to installation of surveillance cameras at all sites.

pg. 10- Under Disciplinary Actions- Added new information regarding camera surveillance on campus.

Pg. 11- Deleted last sentence under - Rights of suspended pupil to complete assignments and tests. Sentence deleted- However, West High teachers have agreed not to allow make up work during suspension. (K-5 handbook does not need High school information.)

pg 23-24- BP 5129 Bullying Prevention Policy added (important information for parents)

pg 37-38- TUSD Acceptable Use Agreement for computers added (to make sure that students are aware of their code of conduct regarding use of TUSD computer systems)

pg 39- Parent signature page for receipt of K-5 handbook added to make sure parents have gone over the information in the handbook with their student.

Pg 40- Parent signature page for Acceptable Use Agreement for computers added



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 26, 2011  
**SUBJECT:** Approve Changes to Coaches and Athletes Handbooks

**BACKGROUND:** The Board of Trustees is asked yearly to accept revisions and changes to Coaches and Athletes Handbooks. The Coaches and Athletes handbooks have changes in staff, a change in fee for participation in sports and information regarding concussion and head injuries.

**RATIONALE:** Changes in Coaches and Athletes Handbooks need to be reviewed with the Board of Trustees. It is important that the handbooks are reviewed yearly for accuracy and compliance with new policies. Athletic Director(s) review handbooks on site and then propose changes to the Director of Student Services. The Director of Student Services works with all the high schools to maintain consistency between their handbooks. The proposed changes are then presented to the Board for approval. This agenda item meets Strategic Goal #2- Provide a safe environment for students and staff that is conducive to learning.

**The list of coaches at each school site is not included and will be updated prior to the beginning of the fall season.**

**FUNDING:** N/A

**RECOMMENDATION:** Approve Changes to Coaches and Athletes Handbooks

**Prepared by:** Paul E. Hall, Director of Student Services and Curriculum

### **TUSD ATHLETIC BOOK CHANGES for 2011-12**

- Pages 3, 4, 5    The list of coaches at each school site is not included and will be updated prior to the beginning of the fall season.
- Page 8            Required Documents and Charges for Transportation changed to charge of \$150 flat fee, and a note about possible revision if AB 165 is passed in January, 2012.
- Page 9            Under the Injuries Section, paragraphs were added for new policies by CIF for management of concussion and head injuries and the Bylaw 313.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** June 7, 2011  
**SUBJECT:** Approve Declaration of Need for the 2011-2012 School Year

**BACKGROUND:** In order for Tracy Unified School District to apply for emergency permits if needed, the governing board is required to certify that there may be an insufficient number of certificated persons who meet the District's specified employment criteria as listed on the attached forms.

**RATIONALE:** Each school year the district must submit an estimate of the number of emergency permits we may need for the upcoming school year. This Declaration of Need must be approved by the School Board at a regular public meeting before being submitted to the California Commission on Teacher Credentialing. An estimate of District's need is shown on the attached forms. This Declaration of Need can be modified during the school year if the needs of the District change.

**FUNDING:** None.

**RECOMMENDATION:** Approve Declaration of Need for the 2011-2012 School Year

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



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

Telephone:  
(888) 921-2682  
Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 2011-2012  
☐ Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Tracy Unified District CDS Code: 75499  
Name of County: San Joaquin County CDS Code: 39

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 14 / 11 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2012.

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

Dr. Sheila Harrison Sheila Harrison Asst. Supt. of Ed Svc. & HR  
Name Signature Title  
209-830-3264 209-830-3260 June 14, 2011  
Fax Number Telephone Number Date  
1875 W. Lowell Ave., Tracy CA 95376  
Mailing Address  
smartin@tusd.net  
E-Mail Address

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

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_  
Name of State Agency \_\_\_\_\_  
Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**



Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

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

### AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	5
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: Spanish	
<input type="checkbox"/> Resource Specialist	0
<input checked="" type="checkbox"/> Teacher Librarian Services	1
<input type="checkbox"/> Visiting Faculty Permit	0

### LIMITED ASSIGNMENT PERMITS

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

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

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

### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?



Yes



No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?



Yes



No

If yes, how many interns do you expect to have this year? 2

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

SJCOE Project IMPACT; CSU, Stanislaus; Brandman University;

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