

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, AUGUST 24, 2010

**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, K. Lewis, 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 Application for Reinstatement AR#09-10/63, 64, 65, 66, 67, 68, 69, 70, 71, 72

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

3.1.2 Application for Enrollment #09-10/8, 9

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

3.2 Human Resources:

3.2.1 Consider Leave of Absence Request for Certificated Employee #UC-717, Pursuant to Article XX

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

3.2.2 Consider Leave of Absence Request for Classified Employee #UCL-140, Pursuant to Article XXIII

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

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

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

3.2.4 Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken on Application for Reinstatement AR#09-10/63, 64, 65, 66, 67, 68, 69, 70, 71, 72

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

6b Report Out of Action Taken on Consider Application for Enrollment #09-10/8, 9

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

6c Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-717, Pursuant to Article XX

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

6d Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-140, Pursuant to Article XXIII

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

7. Approve Regular Minutes of August 10, 2010.

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

1-6

8. Student Representative Reports: None.

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

9.1 Recognize Former West High Students Kim Huynh, Dennis Coletto and Calayan, Czarina for being named AP Scholars

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. We have copies of the policy here, 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:	Pg. No.
11.1.1	Receive Report on CSBA Membership	7
11.2	Educational Services:	
11.2.1	Receive Report on the District's STAR Results for the 2009-10 School Year	8
12.	PUBLIC HEARING: None.	
13.	Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.	
	Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain__	
13.1	Administrative & Business Services:	
13.1.1	Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	9-10
13.1.2	Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	11-12
13.1.3	Approve Revolving Cash Fund Reports for July, 2010	13-14
13.1.4	Approve Monthly Budget Adjustment Report for July, 2010	15-19
13.1.5	Approve Accounts Payable Warrants Report for July, 2010 (Separate Cover Item)	20
13.1.6	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	21-22
13.2	Educational Services:	
13.2.1	Approve Service Agreement for Vinewood Center for Children and Families to Provide a Primary Intervention Program (PIP) for South/West Park School Students for 2010-2011 School Year	23-25
13.2.2	Approve Service Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling Services	26-28
13.2.3	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 2010-2011 School Year	29-37
13.3	Human Resources:	
13.3.1	Approve Classified, Certificated and/or Management Employment	38-44
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	45
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Approve "Don Nicholson Stadium" as the Name for the Kimball High School Stadium	46-47

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|----------------|---|--|----------------|
| Action: | Motion__; Second__. | Vote: Yes __; No __; Absent __; Abstain __. | Pg. No. |
| 14.1.2 | Approve 2010-11 High School Associated Student Body Budgets | | 48-57 |
| Action: | Motion__; Second__. | Vote: Yes __; No __; Absent __; Abstain __. | |
| 14.1.3 | Approve Purchase of a Computerized Routing Program and Purchase of Three Additional Special Education Buses | | 58-62 |
| Action: | Motion__; Second__. | Vote: Yes __; No __; Absent __; Abstain __. | |
| 14.2 | Educational Services: | | |
| 14.2.1 | Adopt Resolution No. 10-02 Supporting the National Red Ribbon Celebration Campaign | | 63-65 |
| 14.2.2 | Approve Contract with Richard C. MacIntyre, PhD., RN, FAAN, of the Sacramento Regional Learning Center, Samuel Merritt University, School of Nursing | | 66-68 |
| 14.3 | Human Resources: | | |
| 14.3.1 | Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for 2010-2011 Season | | 69-71 |
| Action: | Motion__; Second__. | Vote: Yes __; No __; Absent __; Abstain __. | |
| 15. | Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district. | | |
| 16. | Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities. | | |
| 17. | Board Meeting Calendar: | | |
| 17.1 | September 14, 2010 | | |
| 17.2 | September 28, 2010 | | |
| 17.3 | October 12, 2010 | | |
| 17.4 | October 26, 2010 | | |
| 17.5 | November 9, 2010 | | |
| 17.6 | December 14, 2010 | | |
| 18. | Upcoming Events: | | |
| 18.1 | September 6, 2010 | No School, Labor Day | |
| 18.2 | November 11-12, 2010 | No School, Veterans' Day | |
| 18.3 | October 25, 2010 | No School, Parent Conferences | |
| 18.4 | November 22-26, 2010 | No School, Thanksgiving Week | |
| 18.5 | December 20-31, 2010 | No School, Winter Break | |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 10, 2010**

- 5:30 PM:** President Swenson called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, K. Lewis, B. Swenson, J. Vaughn.
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry.
- County Supt Mick Founts in attendance
- 7:10 PM:** President Swenson called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** **6a** Report Out of Action Taken on Application for Reinstatement AR#09-10/49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62
Action: Vote: Yes-6; No-0.
6b Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-711 (deny), #UC-712, #UC-713, #UC-714, #UC-715, and #UC-716, Pursuant to Article XX
Action: Denied: #UC-711; Approved: #UC-712, #UC-713, #UC-714, #UC-715,
Vote: Yes-6; No-0.
- Employees Present:** J. Cardoza, C. Minter, P. Hall, N. Kettner, M. Hepner, N. Maddux, W. Huffman
- Press:** J. Hirsch (Tracy Press)
- Visitors Present:** County Superintendent M. Founts, L. Gamino, L. Pearanti, J. Beck, N. Dutra, M. Foster, B. Teese, M. Teese, B. Tese, D. Foster, R. Coggins, S. Coggins, K. Pombo, K. Azama, P. Rooney, S. Miller, G. Pombo, N. Yerian, C. Leopoldo, N. Leopoldo, R. Perry, S. Perry, K. Mizuno, K. Langley, N. Little, M. Little, D. Pombo, R. Simonich, B. Fukushima, A. Mifsud, T. Sullivan, R. Rogers, D. Rebeiro, T. Misfud, E. Healy, L. Taylor, D. Matthew, M. Bagri, S. Bagri, M. Rogers, J. Gentry, N. Young, C. Howard
- Minutes:** **Approve Regular Minutes of June 22, 2010.**
Action: Guzman, Gouveia. **Vote:** Yes-5; No-0; Abstain-1(Crandall)

(Trustee J. Costa did not vote until after she was sworn in)
- Oath** **8.** Administer Oath of Office: Jill Costa

San Joaquin County Superintendent, Mick Founts, was present and administered the Oath of Office to newly appointed Board Member, Jill Costa.
- Student Rep Reports:** None.

Recognition & Presentations:

9.1 Recognize Manjot Bagri for Being Selected as a Scholar in the National Institute of Health Undergraduate Scholarship Program.

Superintendent, James C. Franco, recognized Manjot Bagri, for being selected as a Scholar in the National Institution of Health program. This program improves health by conducting research in its own laboratories. They offer competitive scholarships to students who are committed to Bio medical, etc.

Program supports scholarship, paid research and paid employment. As one of only 9 students selected, Manjot will receive a paid internship in Washington DC and a guaranteed job after graduation. She received an IB diploma while at Tracy High School and will head to UCLA this fall.

Hearing of Delegations

Lisa Pedranti is the parent of a West High student. She believes her daughter's needs are not being met fairly. Her daughter was not able to participate in the May tryout due to an incident that occurred in March. The coach met with Mr. Frase and he stated that he would support a second tryout, but then later did not. She feels they are keeping her daughter off the team because of what happened in nationals. She believes that coaches can add players at any time and that the Handbook does not prevent this or does it require approval from Board. She feels that this is a violation of her rights and constitutes discrimination.

Trustee Lewis commented that he has been on the Board for 12 years and has never voted on anything doing with tryouts of any sport. The Board has never voted on anything like this.

Damon Pombo is the FFA President. He has set goals for himself since he was a senior. The scholarship that he wants to receive relies entirely on him being able to attend FFA related events. Even though the recent cuts will have a huge impact on him he is not the only one. There are over 300 members of the Tracy FFA, who all have goals, but now will not be able to achieve them.

Brent Fukushima was the 08-09 FFA President. He is a third generation FFA student. Besides the local, state and national competition, thousands of dollars a year are given to senior students. This program helps students prepare for the future. He is asking the Board to support Tracy FFA. He thanked the District for meeting with the teachers and helping find a solution for this issue.

Craig Saalwaechter is here to speak on a few issues. He commented that FFA is a huge part of his life, although he was never involved with it. He recalled various students who were involved in raising animals. He knows it is a \$41,000 budget cut. He doesn't know anything about it, but would love to get involved with it. He also congratulated Jill Costa for being appointed to the Board. They worked on the Oversight Committee together. He thanked Casey and Bob Corsaro for the sign project over at Villalovoz. He also received a phone call from the Tracy Press about the "Best of Tracy, Community Volunteer". He believes Jim Franco is the person who truly deserves this award.

Wes Huffman spoke about his concerns with the math tests and the students' ability to pass them.

Trustee Swenson read a response concerning FFA, which thanked them for their comments. He stated that over the last 3 years California has seen historic reduction in school funding. Our District was required to make \$15 million dollars of reductions. Over the past 7 years, our District budget has been reduced by more than \$30 million. The composite list of all of these reductions was presented to the Board on January 26th during its regularly scheduled meeting. The District held 2 public forums to gather input. Information was gathered and reported to the Board along with input from the DBAC and Management Team. On March 30th, the Board approved a list of reductions. These are very challenging times for our District.

Dr. Franco commented that he met with Ag staff to brainstorm ideas and will continue to do that to work to find a way to raise monies. We do not have the money now, but will look at new ways to generate it. We were very careful in scheduling the classes so that they did not have any loss of instruction.

**Information &
Discussion Items:**

11.1 Administrative & Business Services:

11.1.1 Receive Report on Staffing

Associate Superintendent Dr. Casey Goodall reported that Dr. Sheila Harrison has been out ill for 3-4 weeks. She will be back soon. Nancy Kettner has been doing both jobs and keeping several HR issues hopping over the course of the summer. Nancy Link has also been out ill. Linda Dopp is acting principal until she returns. At the school sites, tomorrow is the first day of school. At the end of the year we had laid off 107 certificated employees. Approximately 56 of those have been rehired and 11.5 have been hired back on temporary contracts while enrollment is reviewed. We wanted to make sure we have the flexibility to downsize if needed. After the 10th school day we can clear off the "phantom" students. After that you get a good sense of what is going on. There are about 4.5 still on a rehire list that have not been hired yet. Approximately 90 classified employees, either partially or completely were laid off. We have a few openings to fill and subs are ready to go. Bohn and Freiler appear to have more students.

Dr. Franco commented that we are using cost savings ideas. We are doing a soft hiring freeze as much as possible to help us prepare for the end of the year. The librarian at Tracy High retired and instead of replacing her, the West High librarian will take over the duties. Dr. Donna Sonnenburg has worked out a plan and has hired a 5-hour library clerk to fill in between West High and Tracy High. At Monte Vista, Susan O'Hara-Jones has become the principal. There are 2 counselors there and we are going to move one of the counselors to assistant principal. We also have a counselor at Williams who speaks Spanish and he will be split between Williams and Monte Vista, which will save a little money. The Director of Food Services left. That position has not been filled. We are reorganizing the Food Services Department. Will have someone look at health and safety issues and then have them report to Casey rather than to a director. We are trying

to save money where we can. There is not a state budget yet, but it never seems to be any better. Hopefully this will reduce the amount of reductions we will have to do next year.

Trustee Swenson commented that former Director, Matt Belasco, did a great job and left that department with about \$2 million.

Dr. Franco commented that now that the reductions have been made, we all need to learn to live with them. He complimented HR for working to bring people back.

Public Hearing: 12.1 **Administrative & Business Services:** None.

Consent Items: **Action:** Lewis, Vaughn. **Vote:** Yes:7; No-0

Trustee Crandall commented on Item 13.1.7 and thanked those who made donations.

13.1 Administrative & Business Services:

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

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

13.1.3 Approve Payroll Reports for April-June, 2010

13.1.4 Approve Revolving Cash Fund Reports for May-June, 2010

13.1.5 Approve Monthly Budget Adjustment Report for May-June, 2010

13.1.6 Approve Accounts Payable Warrants Report for May-June, 2010
(Separate Cover Item)

13.1.7 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

13.1.8 Approve Assembly Vendors and Site Assembly Utilization Calendars

13.2 Educational Services:

13.2.1 Ratify Contract with Carol Lehman, M.S. CCG - SLP

13.2.2 Ratify Master Contract with NPS, Spectrum Center, Inc.

13.2.3 Ratify Master Contract and Individual Service Agreement with South San Joaquin Education Center

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

13.2.5 Ratify Contract with Lisa Balogh, OTR/L for Occupational Therapy Services

13.2.6 Ratify Master Contract and Individual Services Agreement with North Valley School, Inc.

13.2.7 Ratify Master Contract and Individual Services Agreement with Tobinworld II, NPS

13.2.8 Ratify Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS

13.2.9 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at John C. Kimball High School

13.2.10 Receive Update on Quarterly Williams/Valenzuela Uniform Complaint Reports for Quarter Ending July 15, 2010

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 Consider Claim No. 1-1011 TUSD

Action: Denied. Lewis, Crandall. **Vote:** Yes-7; No-0.

14.1.2 Approve Naming Facility and Appoint Screening Committee

Action: Crandall, Vaughn. **Vote:** Yes-7; No-0

Trustee Crandall clarified that this is to name the West High Gym.

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Approve Expenditure of General Fund Money in the Amount of \$2,000 to cover the Cost of Awards for Employee Accomplishments and /or Contributions

Action: Vaughn, Guzman. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Lewis hopes that everyone enjoyed their summer. He attended the event for Tom Hawkins retirement celebration. It was well done and well deserved. He will be missed. He will miss the Board meetings of August 24th and September 14th, due to work. If either have vital topics and the whole Board needs to be here, he will have the hotel post the agenda as he has done in the past. Trustee Guzman also attended Tom Hawkins retirement. It was a nice event and we will miss Tom. He attended the TLC meeting. They have been in school for about a month. They have full enrollment and a long waiting list. He also attended the facilities meeting. They have been busy with room conversions at 8 different schools. Bonny, Anthony and staff are doing a great job with Measure S projects. FFA is a great program. He questioned whether the group is doing anything at the state level or talking with legislatures about the state budgets. He feels we should be contacting their district office. They should be able to help Tracy High and West High with all that they've done for FFA. Dr. Goodall commented that the track at Kimball High will be finished on August 23rd. Trustee Vaughn attended the Tom Hawkins retirement. He enjoyed the speech by his former student, Mr. Jimenez. It was great to see how Tom inspired him to go on and receive his doctorate degree. He thanked Bobbie, Jessica and Jim for putting it together. He also welcomed Jill to the Board. Trustee Crandall wished Tom a farewell. He is his mentor. He also welcomed Jill to the Board. There is the new educators' mixer this Thursday, August 12 at 4:00 p.m. Trustee Costa passed. Trustee Gouveia reported that on July 1st, he attended the swearing in of Dr. Mick Founts. He also commented that the Parks and Rec Department are working on goals and establishing a foundation to receive finances. He is involved in the marketing aspects. He participated in the forum at Delta College on July 24th. A group of advocates united to save education which includes educators, unions,

law enforcement, etc., are looking into protecting public education funding from future cuts. They oppose attempts to suspend Prop 98 and are looking at the process of investing in the future. Trustee Swenson attended Tom's farewell at Freiler. One of the highlights besides what James said was when Sam Matthews spoke on 25-30 photos he had from the Tracy Press through the years. Various pictures and articles were about Tom which included information about when he was first hired as a teacher, principal, Superintendent, his speech class, Hawkins School and other various things he was involved with. Tom is a super person and very deserving. He also piggy backs on Ted's comments about the facility meeting.

**Superintendent
Report:**

Dr. Franco reported that Bonny has a lot going on in that office. A slide show of projects at Tracy High and Kimball High was shown. Sheila will be coming in for a while tomorrow and ease her way back. She is tough and you know if she's down she's not feeling well. Nancy Link is still out ill and Linda Dopp has been running Central School. Charles Hill will be leaving and Stephanie Prioste, who just retired from Monte Vista, will fill in during the interim. The mixer this Thursday is for new teachers. There are a few and we want to honor our new people. The County is offering a board seminar on August 23rd and 30th. Let Bobbie know what you are interested in and she'll sign you up. A topic on the agenda for next time may be the CSBA issues about the salaries and whether or not our District should join this year. Trustee Lewis would like to know what benefit they bring to our students, staff and board. He would also like more information about the cost associated with their salaries and expenses. Dr. Franco commented that he has had a couple meetings with the FFA staff. They are also looking at having sponsored events. Tomorrow is the first day of school and he and Casey will be out and about visiting sites.

8: 28 p.m.

Clerk

Date



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. James C. Franco, Superintendent
DATE: August 17, 2010
SUBJECT: Receive Report on CSBA Organization

BACKGROUND: Tracy Unified School District is a member of the California School Board Association (CSBA) and pays approximately \$14,000.00 in annual dues each year. The California School Boards Association is a collaborative group of virtually all of the state's more than 1,000 school districts and county offices of education. It brings together school governing boards and their districts and county offices on behalf of California's children. CSBA is a member-driven association that supports the governance team — school board members, superintendents and senior administrative staff — in its complex leadership role. CSBA develops, communicates and advocates the perspective of California school districts and county offices of education.

RATIONALE: Over the last several months, legal issues and concerns regarding CSBA's leadership, finances and structure have arisen. The TUSD Board has requested a review of what this membership provides to the District and whether or not to continue this partnership.


FUNDING: N/A

RECOMMENDATION: Receive Report on CSBA Organization.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM:  Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: August 17, 2010
SUBJECT: Receive Report on the District's STAR Results for the 2009-10 School Year.

BACKGROUND: The California Department of Education recently released the results of the STAR testing from the spring of 2010. The results of the STAR tests are used to determine the district's and individual site's score on the state accountability system, the Academic Performance Index (API). The STAR results are also used for the federal accountability measure, the Adequate Yearly Progress (AYP). The API and AYP Results will be released separately in late August/early September. The STAR testing program includes the California Standards Test (CST), the California Alternative Performance Assessment (CAPA), the California Modified Assessment (CMA), and assessments of primary language achievement for Spanish speakers including the new Standards Test in Spanish (STS).

RATIONALE: The report includes information on the results of the STAR testing from the 2009/10 school year. In addition, the report outlines a number of district initiatives in place to improve student achievement K-12. This supports Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment, and research-based instruction that ensures that all student meet or exceed grade level standards and results in closing the achievement gap

FUNDING: No cost.

RECOMMENDATION: Receive Report on the District's STAR Results for the 2009-10 School Year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 16, 2010
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

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

-
- A. Vendors: Tracy Delta Solid Waste Management, Inc.
Site: Kimball High School
Item: Quote – Ratify
Services: Trash Compactor, trainable carts and related items.
Cost: \$73,981.39
Project Funding: Developer Fees and State School Building Fund
-
- B. Vendor: F & H Construction
Site: Kimball High School
Item: Change Order # 5 – Ratify
Services: Scope of work documented on attached change order summary.
Cost: \$491,831.08 Deductive change order decreased contingency allowance previously included in contract.
Project Funding: Developer Fees and State School Building Fund
-
- C. Vendor: R.A. Jones Construction
Site: Tracy Learning Center – Admin/Classroom Bldg. Hallway Ceiling
Item: Notice of Completion
Services: Reconstruction of the ceiling system in the hallway of Building A.
Cost: \$25,000.00 Change Orders: \$652.65 Total Contract: \$25,652.65
Project Funding: Restricted Maintenance (TLC Lease Revenue)
-
- D. Vendor: Foam Experts Roofing
Site: Roof Replacement - Tracy Learning Center & Monte Vista Middle School
Item: Change Order # 1 - 3
Services: TLC – Gutter deletion; MV – Replace 20 ft. fascia board & paint.
Cost: Change Order #1 \$(5,000.) - TLC; Change Order # 2 \$800. - MV; Change Order # 3 \$100. – MV.
Project Funding: TLC- Restricted Maintenance (TLC Lease Revenue)
Monte Vista – Emergency Repair Program
-
- E. Vendor: Foam Experts Roofing
Site: Roof Replacement - Tracy Learning Center & Monte Vista Middle School
Item: Notice of Completion
Services: Spray Polyurethane Foam roofing in specified areas at Tracy Learning Center and Monte Vista Middle School.
Cost: \$46,000.00 – TLC / \$30,600.00 – MV Change Orders: \$(4,100.)
Total Contract \$ 72,500.
Project Funding: TLC- Restricted Maintenance (TLC Lease Revenue)
Monte Vista – Emergency Repair Program
-



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 16, 2010
SUBJECT: Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

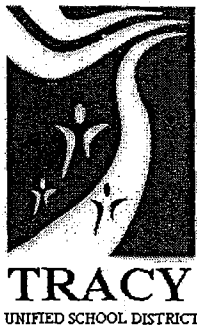
FUNDING: Per attached summary of requisitions.

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

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

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

A. Vendor:	AMS.Net
Site:	IGCG
Item:	Merced County Focus Piggyback Agreement
Services:	Security Surveillance Project; Hardware, Software, Cameras and Materials.
Cost:	\$7,599.95
Project Funding:	Measure S Bond Funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *CJG* Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: August 6, 2010
SUBJECT: Approve Revolving Cash Fund Reports (July, 2010)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (July, 2010).

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

TUSD 2011
REVOLVING CASH FUND
July 2010

Date	Num	Name	Memo	Paid Amount
7/8/2010	8541	AVID CENTER - SI PAYMENT	CONF 7/12/10-7/16/10 JULIE GARD	
			01-7090-0-1110-1000-5200-670-2767	-845.00
TOTAL				-845.00
7/8/2010	8542	AVID CENTER - SI PAYMENT	CONF 7/12/10-7/16/10 EVE GALLEGOS	
			01-7090-0-1110-1000-5200-260-2767	-845.00
TOTAL				-845.00
7/8/2010	8543	HAMPTON INN TRACY	P.O. 110301 GLEN SINGLETON & DIANNA LEVI	
			01-4035-0-1110-1000-5800-800-2744	-369.60
TOTAL				-369.60
7/15/2010	8544	JOHN HEEREMA	2010/2011 CHANGE FUND - TO BE REDEPOSI...	
			01-7230-0-1110-3600-4300-800-9702	-200.00
TOTAL				-200.00
7/15/2010	8545	PENNIE SIEMON	PAYROLL 5/16-6/15/2010	
			01-6500-0-5770-1110-2100-806-2572	-347.20
TOTAL				-347.20
7/15/2010	8546	GABRIELA CEBREROS	PAYROLL - 5/16/2010-6/15/2010	
			01-6500-0-5770-1110-2100-806-2572	-256.26
TOTAL				-256.26
7/20/2010	8547	C.A.S.H. Workshops	CONFERENCE 7/27/2010 - MONIQUE WILLNER	
			01-0000-0-0000-7200-5220-911-7250	-145.00
TOTAL				-145.00
7/27/2010	8548	NATIONAL NOTARY ASSOCIATION	TRAINING 8/17/2010 MONIQUE WILLNER	
			01-0000-0-0000-7200-5220-911-7250	-257.00
TOTAL				-257.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent for Business Services
DATE: August 6, 2010
SUBJECT: Approve Monthly Budget Adjustment Report-July, 2010

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

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

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

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

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	07/01/2010	BUDGET	07/31/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	TEACHERS' SALARIES	48,296,574.95	48,296,574.95	.00	48,296,574.95
	1200	CERT PUPIL SUPPORT SALARIES	2,818,448.00	2,818,448.00	.00	2,818,448.00
	1300	CERT SUPRVSRs' & ADMINS' SAL	4,548,564.00	4,548,564.00	.00	4,548,564.00
	1900	OTHER CERTIFICATED SALARIES	734,371.00	734,371.00	.00	734,371.00
	2100	INSTRUCTIONAL AIDES' SALARIES	3,350,930.00	3,350,930.00	.00	3,350,930.00
	2200	CLASSIFIED SUPPORT SALARIES	6,419,151.00	6,419,151.00	.00	6,419,151.00
	2300	CLASS SUPRVSRs' & ADMINS' SAL	1,411,587.00	1,411,587.00	.00	1,411,587.00
	2400	CLERICAL & OFFICE SALARIES	4,061,546.00	4,061,546.00	.00	4,061,546.00
	2900	OTHER CLASSIFIED SALARIES	448,963.00	448,963.00	.00	448,963.00
	3101	STRS ON 1000 SALARIES	4,592,181.79	4,592,181.79	.00	4,592,181.79
	3201	PERS ON 1000 SALARIES	67,876.00	67,876.00	.00	67,876.00
	3202	PERS ON 2000 SALARIES	1,434,358.00	1,434,358.00	.00	1,434,358.00
	3311	OASDI ON 1000 SALARIES	39,445.00	39,445.00	.00	39,445.00
	3312	OASDI ON 2000 SALARIES	789,542.00	789,542.00	.00	789,542.00
	3321	FICA-MED ON 1000 SALARIES	732,962.00	732,962.00	.00	732,962.00
	3322	FICA-MED ON 2000 SALARIES	195,703.00	195,703.00	.00	195,703.00
	3331	ALTER. RETIREMENT ON 1000 SAL	.00	.00	.00	.00
	3332	ALTER. RETIREMENT ON 2000 SAL	29,191.00	29,191.00	.00	29,191.00
	3411	HEALTH & WELFARE ON 1000 SALS	6,531,977.21	6,531,977.21	.00	6,531,977.21
	3412	HEALTH & WELFARE ON 2000 SALS	2,713,024.00	2,713,024.00	.00	2,713,024.00
	3501	STATE UNEMPLOY ON 1000 SALARY	419,151.00	419,151.00	.00	419,151.00
	3502	STATE UNEMPLOY ON 2000 SALARY	112,988.00	112,988.00	.00	112,988.00
	3601	WORKER'S COMP INS ON 1000 SAL	966,863.00	966,863.00	.00	966,863.00
	3602	WORKER'S COMP INS ON 2000 SAL	260,616.00	260,616.00	.00	260,616.00
	3711	OPEB,ALLOCATED, CERTIFICATED	1,124,043.00	1,124,043.00	.00	1,124,043.00
	3712	OPEB,ALLOCATED, CLASSIFIED	723,173.00	723,173.00	.00	723,173.00
	3801	PERS REDUCTION ON 1000 SALARY	20,631.00	20,631.00	.00	20,631.00
	3802	PERS REDUCTION ON 2000 SALARY	233,355.00	233,355.00	.00	233,355.00
	3931	GOLDEN HANDSHAKE CERTIFICATED	.00	.00	.00	.00
	3932	GOLDEN HANDSHAKE CLASSIFIED	.00	.00	.00	.00
	3999	BENEFIT PAYROLL ERRORS	.00	.00	.00	.00
	4100	TEXTBOOKS	400,000.00	400,000.00	-50,000.00	350,000.00
	4200	BOOKS OTHER THAN TEXTBOOKS	161,573.00	161,573.00	-19,500.00	142,073.00
	4300	MATERIALS & SUPPLIES	5,208,315.90	5,208,315.90	434,792.00	5,643,107.90
	4400	NON-CAPITALIZED EQUIPMENT	241,417.00	241,417.00	-500.00	240,917.00
	5200	TRAVEL & CONFERENCES	82,589.00	82,589.00	7,200.00	89,789.00
	5300	DUES & MEMBERSHIPS	38,525.00	38,525.00	.00	38,525.00
	5450	OTHER INSURANCE	786,485.00	786,485.00	.00	786,485.00
	5500	OPERATIONS & HOUSEKEEPING SRVC	3,905,522.00	3,905,522.00	1,500.00	3,907,022.00
	5600	RENTS,LEASES,REPAIRS,IMPRVMTS	684,506.00	684,506.00	3,900.00	688,406.00
	5710	DIR COSTS FOR INTRPRG SERVICES	.00	.00	.00	.00
	5750	DIR COSTS FOR INTERFUND SVCS	-50,000.00	-50,000.00	.00	-50,000.00
	5800	OTHER SVCS & OPER EXPENDITURES	4,901,309.00	4,901,309.00	41,500.00	4,942,809.00
	5900	INTERGOVERNMENTAL FEES	501,833.00	501,833.00	3,570.00	505,403.00
	6200	BLDGS & IMPROVEMENT OF BLDGS	419,901.00	419,901.00	.00	419,901.00
	6400	EQUIPMENT	500.00	500.00	.00	500.00
	6500	EQUIPMENT REPLACEMENT	2,500.00	2,500.00	.00	2,500.00
	7130	STATE SPECIAL SCHOOLS	40,000.00	40,000.00	.00	40,000.00
	7142	TUITION, EXCESS COSTS TO COE	364,842.00	364,842.00	.00	364,842.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	07/01/2010	BUDGET	07/31/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	7310	TRANSFERS OF INDIRECT COSTS	.00	.00	.00	.00
	7350	TRANS OF INDIRECT - INTERFUND	-212,442.00	-212,442.00	.00	-212,442.00
	7438	DEBT SERVICE - INTEREST	6,978.00	6,978.00	.00	6,978.00
	7439	DEBT SERVICE - PRINCIPAL	148,244.00	148,244.00	438.00	148,682.00
TOTAL EXPENSE			110,709,812.85	110,709,812.85	422,900.00	111,132,712.85

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

APPROVED			07/28/2010	07/01/2010	BUDGET	07/31/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8011	REVENUE LIMIT ST AID-CURR YEAR	57,049,911.00	57,049,911.00	.00	57,049,911.00
	8021	HOME OWNERS EXEMPTION	277,105.00	277,105.00	.00	277,105.00
	8040	COUNTY & DISTRICT TAXES	16,681,977.00	16,681,977.00	.00	16,681,977.00
	8042	UNSECURED ROLL TAXES	1,393,726.00	1,393,726.00	.00	1,393,726.00
	8043	PRIOR YEARS' TAXES	21,778.00	21,778.00	.00	21,778.00
	8044	SUPPLEMENTAL TAXES	14,241.00	14,241.00	.00	14,241.00
	8045	ED REVENUE AUGMENT FUND (ERAF)	2,438,203.00	2,438,203.00	.00	2,438,203.00
	8046	SERAF	4,679,359.00	4,679,359.00	.00	4,679,359.00
	8091	REVENUE LIMIT TRANSFERS	.00	.00	.00	.00
	8092	PERS REDUCTION TRANSFER	267,434.00	267,434.00	.00	267,434.00
	8096	TRANSFERS TO CHARTERS, IN LIEU	-1,414,186.00	-1,414,186.00	.00	-1,414,186.00
	8181	SP ED-ENTITLEMENT	2,398,902.00	2,398,902.00	.00	2,398,902.00
	8182	SP ED-DISCRETIONARY GRANTS	221,116.00	221,116.00	.00	221,116.00
	8285	INTERAGENCY CNTRCTS BTWN LEA'S	92,921.00	92,921.00	.00	92,921.00
	8290	ALL OTHER FEDERAL REVENUES	2,823,471.00	2,823,471.00	.00	2,823,471.00
	8311	OTH ST APPORTIONMENTS-CURR YR	2,589,156.00	2,589,156.00	.00	2,589,156.00
	8434	CLASS SIZE REDUCTION K-3	1,361,526.00	1,361,526.00	.00	1,361,526.00
	8560	STATE LOTTERY REVENUE	2,050,902.00	2,050,902.00	.00	2,050,902.00
	8590	ALL OTHER STATE REVENUES	6,052,672.00	6,052,672.00	.00	6,052,672.00
	8660	INTEREST	50,000.00	50,000.00	.00	50,000.00
	8675	TRANSPORTATION FEES FROM INDIV	175,000.00	175,000.00	.00	175,000.00
	8677	INTERAGENCY SVCS BETWEEN LEA'S	926,026.00	926,026.00	.00	926,026.00
	8699	ALL OTHER LOCAL REVENUES	518,079.00	518,079.00	422,900.00	940,979.00
	8792	TRANS OF APPORTION FROM CO OFF	3,567,079.00	3,567,079.00	.00	3,567,079.00
	8919	OTH AUTH INTERFUND TRANS IN	550,800.00	550,800.00	.00	550,800.00
	8980	CONTRIBUTE FROM UNRSTRCTD REV	.00	.00	.00	.00
	8990	CNTRIBUT/TRANS FRM RSTR/UNREST	.00	.00	.00	.00
TOTAL REVENUE			104,787,198.00	104,787,198.00	422,900.00	105,210,098.00

75 Tracy Jt. Unified School Dist.

Restricted and Unrestricted

FISCAL YR: 11

FUND	OBJECT	DESCRIPTION	BEGINNING BALANCE	07/01/2010 REVISED BALANCE	ADJUSTMENTS	07/31/2010 REVISED BALANCE
01	9770	DESIGNATED FOR ECON UNCERTAIN	-3,328,815.00	-3,328,815.00	.00	-3,328,815.00
	9780	OTHER DESIGNATIONS	-1,500,000.00	-1,500,000.00	.00	-1,500,000.00
	9790	UNDESIGNATED/UNAPPROPRIATED	7,001,800.47	7,001,800.47	.00	7,001,800.47
	9791	BEGINNING BALANCE	-2,942,299.38	-2,942,299.38	.00	-2,942,299.38
	9793	AUDIT ADJUSTMENTS	.00	.00	.00	.00
	9795	OTHER RESTATEMENTS	.00	.00	.00	.00
	9798	BUDGET FUND BALANCE OFFSET	-1,936,985.47	-1,936,985.47	.00	-1,936,985.47
	9799	K12 NET GAIN OR LOSS	.00	5,922,614.85	.00	5,922,614.85



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: August 6, 2010
SUBJECT: Approve Accounts Payable Warrants (July, 2010)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (July, 2010)

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *gjb* Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: August 13, 2010
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

1. Tracy Unified School District/Kimball High School ASB: From: Fun Events Company. The donation is in the amount of \$1,450.00 (check #2331). This donation will be used for Kimball High School Cheer.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District.

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services & Human Resources
DATE: August 11, 2010
SUBJECT: Approve Service Agreement for Vinewood Center for Children and Families to Provide a Primary Intervention Program (PIP) for South/West Park School Students for 2010-2011 School Year.

BACKGROUND: As part of our school plan evaluation this year, the staff determined that there is a critical need for primary intervention for some of our students. During the 2009/2010 school year, the School Site Council approved a total of \$20,002.50 of EIA funds to be used to provide the Primary Intervention Program for the 2010/2011 school year.

RATIONALE: We are requesting the services of Vinewood Center for Children and Families to provide a Primary Intervention Program for screened and selected students in grades K-3 with mild to moderate school adjustment problems. A Child Aid will provide limited one-on-one time to these selected students in a specially equipped activity room. Services will also include hiring, retention, supervision and training of the child aide and consultation for families of students who have been identified to have needs for services beyond the scope of the program. This 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 #7 – Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: The total cost of this program is \$20,002.50 (635 Hours x \$31.50/hour). Funding will be paid with Site EIA funds.

RECOMMENDATION: Approve Service Agreement for Vinewood Center for Children and Families to Provide a Primary Intervention Program (PIP) for South/West Park School Students for 2010-2011 School Year.

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

1. Contractor shall perform the following duties: The Primary Intervention Program (PIP) for systematically screened and selected students in grades K-3 with mild to moderate school adjustment problems. Child aide provides time limited direct one-to-one services for students in a specially equipped activity room. Services also include hiring, retention, supervision and training of the child aide and consultation for families of students who have been identified to have needs for services beyond scope of program. Service provides for screening of students, evaluation of program and program coordination.
2. Contractor will provide the above service(s) as outlined in Paragraph 1, for a period of up to a total of 635 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location:
South/West Park Elementary Schools .
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 31.50 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$20,002.50. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL; [X] SHALL NOT reimburse Contractor for out of pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of the agreement.
 - c. District shall make payment on a [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 the District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of the agreement shall commence on August 25, 2010 and shall terminate on May 27, 2011.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability of loss,

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

Contractor agrees to hold harmless and to indemnify District for:

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

8. This agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of the Contractor.
9. Contractor certifies that his or her current employee, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state or local statues, 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

Executive Director

Title

Account Number to be Charged

Samina Masood CEO/Executive Director
Vinewood Center for Children and Families
Address

Department/Site Approval

35 East 10th Street, Suite J-1

Budget Approval

Tracy, Ca. 95376

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: August 16, 2010
SUBJECT: Approve Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling Services.

BACKGROUND: The Prevention Services Office coordinates the District's prevention and intervention programs which include mandatory counseling for substance abuse, anger management and gang intervention. Over 200 students are mandated to counseling each school year. Under No Child Left Behind, schools are required to offer evidence-based intervention services. Point Break Adolescent Resources offers courses that are accepted by the California Department of Education.

RATIONALE: Intervention services are mandated for students placed on school probation for substance abuse. Students suspended or expelled for fighting and/or violence are frequently referred to anger management or gang intervention classes. Point Break Adolescent Resources offers substance abuse prevention and intervention services, anger management and gang awareness intervention programs. This supports Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: Fees for services are \$1200 per month. The total expected cost for 2010/2011 school year is \$10,800. The fees will be paid through General Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling Services.

Prepared by: Joan E. McCreedy, Coordinator Prevention Services Office

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 Point Break Adolescent Services, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Psychoeducational group counseling for high school and middle school students referred through the District Disciplinary Review Board or Site Administration for mandatory substance abuse counseling, anger management, gang intervention and other special needs.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 40 weeks (3 days/week) **HOURS/DAY(s)** (circle one), under the terms of this agreement at the following location 1975 West Lowell Ave.

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

- a. District shall pay \$1200.00 per month per **HOUR/DAY/FLAT RATE** (circle one), not to exceed a total of \$10,800.00. 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 [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 September 1, 2010, and shall terminate on June 1, 2011.

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

6. Contractor shall contact the District's designee, Joan E. McCready, Coordinator at (209) 830-3218 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:

Joel Wurgler,

Consultant Signature (1)

Social Security Number (2)

Date 6/5/09

Executive Director

Title
2402

Address

S...

Tracy Unified School District

Tracy Unified School District

Date

Account Number to be Charged:01-0000- 0-1110-2100-5800-800-

Prevention Services Office
Department/Site Approval

Joan E. McCreedy
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 for Educational Services and Human Resources
DATE: August 12, 2010
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 Tracy Unified School District for the 2010-2011 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, several schools plan 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. 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: No cost to the District. District and Site Categorical funding, Title II- Teacher Quality, Title III- Training for Teachers of English Learners and Immigrants, and Title I- Staff Development will cover these costs. The total amount paid to the County Office of Education (RSDSS) will not exceed \$80,400.00. San Joaquin County Office of Education, Migrant Education Funds will pay for Strategic Series for EL's training up to 12 teachers at Williams Middle 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 Tracy Unified School District for the 2010-2011 School Year.

Prepared by: Linda Boragno-Dopp, Director of Alternative Programs

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 school site 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 23 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 \$ per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 80,400.00 . 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 September 9, 2010 , and shall terminate on June 30, 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, 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.

**Memorandum of Understanding
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Regional System of District and School Support
And
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 Tracy Unified School District, hereinafter referred to as "TUSD," is for the purpose of serving as an ongoing technical assistance.

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

I. Scope of the Work

- **Instructional Leadership Seminar**
 - McKinley
 - Kelly
 - Villalovoz
 - Bohn
 - West High
 - Kimball High
- **Strategic Teacher Series**
 - Tracy High
- **Strategies to Support Migrant Students & English Learners**
 - Jacobson
 - Williams
- **Ongoing Technical Assistance**
 - North
 - Monte Vista
 - Central
 - South/West Park

II. Terms of Agreement

Effective dates of agreement will be from September 9, 2010 – June 30, 2011

III. Compensation

Instructional Leadership Seminar

- ☐ 2 days (team) of training on Culture of Trust & PLCs (Day 1: August 31 or September 1, Day 2: September 13 or September 14)
 - Training topics include building a culture of trust, adult learning theory, and establishing professional learning communities
- ☐ 4 half days (administrators only) of training on Building a Collaborative Culture (October 26, November 16, January 13, February 16)
 - Training topics include change theory, the RSDSS 6 Instructional Time Survey, the RSDSS 6 Culture of Trust Survey and key instructional strategies
- ☐ 9 technical assistance visits (administrators only) (Each visit includes: administrative walk-throughs)
- ☐ *ITS*¹ Baseline Data Collection (Fall 2010)²

¹The *RSDSS 6 Instructional Time Survey (ITS)* is a classroom observational data collection tool designed to capture how instructional time is allocated and measure the levels of student engagement (also known as; time-on-task) at the school-level. It provides schools with valuable evidence on the opportunities they are providing their students to learn.

²***ITS* Baseline Report** – The initial measurement at a school site which occurs early in the school year. The report includes graphic representations of the results.

The data collection process at a school site is completed in one day by RSDSS consultants. Consultants conduct 20-minute observations of all classrooms on campus.

Results from this report may be compared to previous ITS reports to provide longitudinal growth indicators on the effective use of instructional time, student engagement levels, and classroom characteristics linked to higher levels of student achievement.

McKinley Elementary	Up to 6 people	\$8,750
Kelly Elementary	Up to 6 people	\$8,750
Villalovoz Elementary	Up to 6 people	\$8,750
Bohn Elementary	Up to 6 people	\$8,750
West High	Up to 6 people	\$8,750
Kimball High	Up to 6 people	\$8,750
	Subtotal	\$52,500

Strategic Teacher Series

- 2 days of training (September 21-22)
 - Training topics include effective student engagement strategies, key instructional strategies, and the lesson study process
 - 6 days on-site technical assistance (technical assistance includes, classroom visits, collaborative lesson writing, demonstration lessons and cross observation/debriefing)
 - *ITS*¹/*IMS*² Growth Report (Spring 2011)³

¹The *RSDSS 6 Instructional Time Survey (ITS)* is a classroom observational data collection tool designed to capture how instructional time is allocated and measure the levels of student engagement (also known as; time-on-task) at the school-level. It provides schools with valuable evidence on the opportunities they are providing their students to learn.

²The *RSDSS 6 Instructional Methodology Survey (IMS)* is a classroom observational data collection tool designed to measure 15 classroom characteristics research has shown to be linked to higher levels of student achievement. Data is collected at the classroom level, but reported at the school level to help schools focus their teacher professional development opportunities thereby strategically increasing student achievement.

- | | | |
|-----------------------------|--------------------------|--|
| 1. Standards-Based/Rigorous | 6. Academic Vocabulary | 11. Checking for Student Understanding |
| 2. Content Objective | 7. Concept Development | 12. Student Engagement |
| 3. Language Objective | 8. Skill Development | 13. Interaction |
| 4. Activate Prior Knowledge | 9. Guided Practice | 14. Pacing |
| 5. Contextualization | 10. Independent Practice | 15. Classroom Environment |

The data collection process at a school site is completed in one day by RSDSS consultants. Data for the *ITS* and the *IMS* are collected simultaneously. Consultants conduct 20-minute observations of all classrooms on campus.

³*ITS/IMS Full Report* –The report includes a full narrative analysis of the results, graphic representations, research, and recommendations for improvement of instructional inputs.

Results from all these reports may be compared to previous reports to provide longitudinal growth indicators on the effective use of instructional time, student engagement levels, and classroom characteristics linked to higher levels of student achievement.

Tracy High School	Up to 6 people	\$8,750
	Subtotal	\$8,750

Strategies to Support Migrant Students and English Learners

- 2 days of training (September 15 and September 29)
 - Training topics include academic vocabulary, student engagement, checking for understanding and structured interactions
 - 6 days on-site technical assistance (technical assistance includes, classroom visits, collaborative lesson writing, demonstration lessons and cross observation/debriefing)
 - ITS/IMS Growth Report (Spring 2011)

Jacobson Elementary	Up to 6 people	\$8,750
Williams Middle School*	Up to 12 people	Cost covered by Migrant Education , Region 23
Subtotal		\$8,750

* Williams Middle School will also receive an additional 16 days of on-site coaching.

Ongoing Technical Assistance (Year 3+)

- 4 half-days technical assistance. May include one or more of the following (TBD by each school site):
 - Instructional Rounds with administrator focused on the effective implementation of key instructional elements (lesson objectives, checking for understanding, and student engagement)
 - Technical support of the instructional coach
 - RSDSS Processing Tools (Instructional Time Survey, Instructional Methodology Survey, Culture of Trust)

North	4 half-days @ \$650 per session	\$2,600
Monte Vista Middle	4 half-days @ \$650 per session	\$2,600
Central	4 half-days @ \$650 per session	\$2,600
South/West Park	4 half-days @ \$650 per session	\$2,600
Subtotal		\$10,400

TOTAL		\$80,400
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TUSD will pay SJCOE/RSDSS \$80,400 no later than October 1, 2010.

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 Tracy Unified School District. 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) 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 Tracy Unified School District is not entitled to any such benefits.

San Joaquin County Office of Education

Tracy Unified School District

Gary Dei Rossi, Assistant Superintendent
Educational Services Department

James Franco
District Superintendent

Date _____

Date _____

Mamie Starr, Director of Operations,
Contract Manager

Linda Dopp
Director, Alternative Programs

Date _____

Date _____

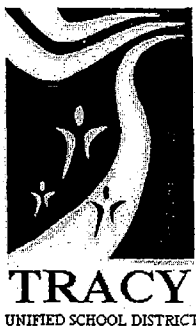
Charles V. Vidal, RSDSS Director

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.



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: August 16, 2010
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Barajas, Elisavet

Champeau, Jason

Cheng, Tiffany

Cordisco, Monica

Garcia, Rocio

CERTIFICATED

Math (New)
Kimball High School
Class I, Step 2, "A"
\$41,774.46
Funding: General

English (New)
Kimball High School
Class III, Step 2, "B"
\$43,976.00
Funding: General

8th Core (Replacement)
Monte Vista Middle School
Class V, Step 6, "B"
\$53,995.00
Funding: General

2nd Grade (Temporary Contract 8-9-10 – 10-8-10)
Jacobson
Class III, Step 5, "B"
\$11,715.88
Funding: Categorical (EIA)

50% K-5 (Temporary Contract 8-9-10 – 10-8-10)
Villalovoz
Class IV, Step 5, "B"
\$6,061.88
Funding: Categorical (EIA)

Gardner, Shazana	8 th Grade Physical Science (Replacement) North School Class I, Step 1, "A" \$42,004.00 Funding: General
Garrett, Zara	7 th Core (Replacement) Monte Vista Middle School Class III, Step 4, "B" \$47,090.00 Funding: General
Gumpert, Rochelle	1 st Grade (Temporary Contract 8-9-10 – 10-8-10) Central School Class IV, Step 5, "B" \$12,123.76 Funding: Categorical (EIA)
Hula, Amanda	1 st Grade (Temporary Contract 8-9-10 – 10-8-10) Villalovoz Class IV, Step 5, "B" \$12,123.76 Funding: Categorical (EIA)
Hudelson, Amber	2 nd Grade (Temporary Contract 8-9-10 – 10-8-10) Central School Class IV, Step 5, "B" \$12,123.76 Funding: Categorical (EIA)
Huff, Bridget	2 nd Grade (Temporary Contract 8-9-10 – 10-8-10) McKinley Class IV, Step 5, "B" \$12,123.76 Funding: Categorical (EIA)
Johnson, Jennifer	3 rd Grade (Temporary Contract 8-9-10 – 10-8-10) Central School Class VI, Step 5, "B" \$13,372.48 Funding: Categorical (EIA)
Kandah, Jatinder	Biology (New) Kimball High School Class 1, Step 1, "A" \$42,004.00 Funding: General

Krug, Derek	Math (60%) (Replacement) Kimball High School Class 1, Step 1, "A" \$24,792.77 Funding: General
Lee, Maysue	2 nd Grade (Temporary Contract 8-9-10 – 10-8-10) Villalovoz Class VI, Step 11, "B" \$15,940.32 Funding: Categorical (EIA)
Pozsar, Maria	French (replacement) Tracy High School Class I, Step 1, "A" \$40,187.85 Funding: General
Nunes, Laura	1 st Grade (Temporary Contract 8-9-10 – 10-8-10) Jacobson Class IV, Step 5, "B" \$12,123.76 Funding: Categorical (EIA)
Ryan, Myesha	1 st Grade (Temporary Contract 8-9-10 – 10-8-10) McKinley Class IV, Step 5, "B" \$12,514.04 Funding: Categorical (EIA)
Soobitsky, Carole	Math (New) Kelly School Class IV, Step 1, "A" \$41,774.46 Funding: General
Thomas, Marci	1 st Grade (Temporary Contract 8-9-10 – 10-8-10) North School Class VI, Step 15, "B" \$17,459.20 Funding: Categorical (EIA)
Toepfer, Jill	Roving PE (Replacement) Bohn Elementary Class III, Step 5, "B" \$50,351.00 Funding: General

Walker, Westley

3rd Grade (Temporary Contract 8-9-10 – 10-8-10)
North School
Class VI, Step 9, “B”
\$15,276.36
Funding: Categorical (EIA)

Westcott, Misty

RSP (Replacement)
Art Freiler School
Class I, Step 1, “A”
\$42,004.00
Funding: Special Education

BACKGROUND:

Arbuckle, Kathleen

CLASSIFIED

Bus Driver/Custodian/Groundskeeper (New)
*Filled by current TUSD employee
Range 36, Step D - \$19.04 per hour + ND
8 hours per day
Funding: General Fund – 25%; Transportation
Special Ed – 50%; Ongoing & Major Maintenance -
25%

Austin, Virginia

Food Service Worker (New)
Breakfast Program at Poet Christian
*Filled by current TUSD employee
Range 22, Step E - \$14.37 per hour
1 hour per day
Funding: Child Nutrition – School Program

Gallegos, Judy

Para Educator I (New)
*Filled by current TUSD employee
George Kelly School
Range 24, Step C - \$13.73 per hour
3 hours per day
Funding: EIA – 85% and ELA – 15%

Khalid, Fauzia

Para Educator I (New)
*Filled by current TUSD employee
Bohn Elementary School
Range 24, Step E - \$15.07 per hour
12 hours per week
Funding: General Fund

Koochof, Edrin

Food Service Worker (New)
Universal Breakfast Program at North School
& Lunch at Kimball High School
*Filled by current TUSD employee
Range 22, Step D - \$13.73 per hour
5.5 hours per day
Funding: Child Nutrition-School Program

Marques, Sheryl

High School Library Technician (New)
*Filled by current TUSD employee
Tracy High School
Range 31, Step C - \$16.16 per hour
25 hours per week
Funding: State Lottery

Munoz, Sandra

Para Educator I (New)
*Filled by current TUSD employee
Kimball High School
Range 24, Step C - \$13.73 per hour
3 hours per day
Funding: EIA

Naasko, Mary

Special Ed Para Educator I (Replacement)
*Filled by current TUSD employee
Central School
Range 24, Step E - \$15.07 per hour
4 hours per day
Funding: Special Education

Pellatt, Michelle

Food Service Worker (New)
Universal Breakfast Program at South/West Park
& Lunch at Kimball High School
*Filled by current TUSD employee
Range 22, Step B - \$12.51 per hour
6 hours per day
Funding: Child Nutrition-School Program

Phenix, Kay

High School Administrative Secretary (New)
*Filled by current TUSD employee
Kimball High School
Range 32, Step D - \$17.32 per hour
8 hours per day
Funding: State Fiscal Stabilization

Pulkownik, Lynette

Para Educator I (New)
*Filled by current TUSD employee
Bohn Elementary School
Range 24, Step - D \$14.37 per hour
12 hours per week
Funding: General Fund

Riley, Lynnet

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

Rodriguez, Soledad

Food Service Worker (New) Universal Breakfast
*Filled by current TUSD employee
South/West Park
Range 22, Step B - \$12.51 per hour
3 hours per day
Funding: Child Nutrition-School Program

Sarale, Olivia

Food Service Worker (Replacement)
*Filled by current TUSD employee
Monte Vista Middle School
Range 22, Step D - \$13.73 per hour
5 hours per day
Funding: Child Nutrition – School Program

Teixeira-Magalhaes, Lucia

Para Educator I (New)
*Filled by current TUSD employee
North School
Range 24, Step B - \$13.11 per hour
4 hours per day
Funding: EIA

Vik, Marlene

School Supervision Assistant (Replacement)
*Filled by current TUSD employee
Jacobson Elementary School
Range 21, Step E - \$14.04 per hour
2 hours per day
Funding: General Fund

Zapfen, Leonel

Bus Driver/Custodian/Groundskeeper (New)
Range 36, Step A - \$16.53 per hour + ND
8 hours per day
Funding: General Fund – 25%; Transportation-
Special Ed – 50%; Ongoing & Major Maintenance
25%

BACKGROUND:

Carranza, Rudy

Assistant Sophomore Football
West High School
Stipend: \$2,922.14

Eccleston, Robert

Assistant Frosh Football
West High School
Stipend: \$2,922.14

Granillo, Miguel

Assistant Sophomore Football
Kimball High School
Stipend: \$2,922.14

Hernandez, Jason

Varsity Girls' Basketball
West High School

COACHES

James, Freddy	Assistant Varsity Football Kimball High School Stipend: \$3,166.20
Johnson, Scott	Assistant Varsity Football West High School Stipend: \$3,166.20
Pribble, Jeff	Assistant Varsity Football Tracy High School Stipend: \$3,166.20
Rebeiro, Rob	Assistant Varsity Football Kimball High School Stipend: \$3,166.20
Smith, Greg	Head Sophomore Football Tracy High School Stipend: \$3,651.02
Stephens, Chelsea	Freshman Volleyball West High School Stipend: \$2,556.05
Telles, Jeff	Head Freshman Football Kimball High School Stipend: \$3,410.26
Teyshak, Jerrod	Assistant Varsity Football West High School Stipend: \$3,166.20
Toon, Christine	Varsity Volleyball West High School Stipend: \$3,651.02
Waggle, Jon	Assistant Frosh Football Tracy High School Stipend: \$2,922.14
Wichman, Rob	Assistant Sophomore Football Kimball High School Stipend: \$2,922.14

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: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: August 16, 2010
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified,
Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arbuckle, Kathleen Para Educator II	Various	08/03/2010	Accepted Bus Driver/Custodian/ Groundskeeper position
Ramirez, Rachel H.S. Administrative Secretary	WHS	08/31/2010	Relocating
Riley, Lynnet Clerk Typist I	Freiler	08/03/2010	Accepted H.S. Attendance Secretary Position at Kimball High School

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent, Business Services
DATE: August 16, 2010
SUBJECT: Approve "Don Nicholson Stadium" as the Name for the Kimball High School Stadium

BACKGROUND: During the June 22, 2010 School Board meeting, the Board directed the Superintendent to form a committee to recommend names for the Kimball High School stadium. Pursuant to Board Policy and Administrative Regulation 7310, a public notice was generated, submissions were sought, and a screening committee was formed, which consisted of:

1. Dr. Casey Goodall as the Superintendent's representative, chairperson of the committee, and a non-voting member.
2. Sam Mathews as a consultant to the committee members, and a non-voting member.
3. Cheryl Domenichelli, Principal of Kimball High School.
4. Abby Santora, Kimball High School ASB President.
5. Dr. John Kimball, citizen of Tracy and namesake of the school.
6. Luis Villalovoz, citizen of Tracy.

The committee was asked to consider proposed names, make recommendations, and to consider possible changes to the policy governing naming buildings on school sites.

Ten names were submitted by members of the public:

1. Don Nicholson Stadium
2. Larry Guillen Stadium
3. Dave Auchard Stadium
4. James C. Franco Stadium
5. Yokuts Stadium
6. George Parker Stadium (or George L. Parker Stadium)
7. John Hurley Stadium (or Major John Hurley Stadium, John J. Hurley Stadium, Major John J. Hurley Stadium, Coach John Hurley Stadium)
8. Nick Eddy Stadium
9. Chief Estanislao Stadium
10. Veterans Stadium

RATIONALE: After reviewing the policy and administrative regulation, the committee reflected on current names of schools and athletic facilities in Tracy. The group felt that, while all of the suggested names had merit, those which were most appropriate for the Kimball High School stadium were those honoring people who had made a significant contribution to youth sports in Tracy. Each name was discussed further, and the following three names were ranked and recommended in the following order:

1. Don Nicholson Stadium
2. John Hurley Stadium
3. Nick Eddy Stadium

The committee made the following additional recommendations:

1. Do not name the football field for at least five years to allow a history to develop and to allow un-named facilities to remain available to be named after persons important to Kimball High School history.
2. Do not make any changes to the existing policy and administrative regulation, but to leave the timing "flexible" for the School Board to use their discretion.

FUNDING: There is no cost to this action.

RECOMMENDATIONS: Approve "Don Nicholson Stadium" as the Name for the Kimball High School Stadium

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



BUSINESS SERVICES MEMORANDUM

TO: James Franco, Superintendent
FROM: C. Goodall, Assistant Superintendent for Business
DATE: August 16, 2010
SUBJECT: Approve 2010-11 High School Associated Student Body Budgets

BACKGROUND: Under the law, students in California's public schools may raise money and make decisions about how they will spend this money. Student organizations that are established to raise and spend money on behalf of students are called Associated Student Body organizations or ASBs. ASBs must be made up of current students. The funds that are raised and spent by student organizations are called associated student body funds or ASB funds. ASB organizations and management of ASB funds represent an opportunity for students to not only raise money, but also to learn some of the principles of operating a small business and to learn leadership skills, while making a contribution to their school and fellow students. Student organizations may raise a surprisingly large amount of funds in a year.

RATIONALE: The governing board of the school district is ultimately responsible for the appropriate activities of student organizations. Under Education Code section 48930, the governing board has the authority to approve the formation of a student body organization, to establish the parameters under which the organization will operate. The board establishes policies and regulations specifying how the student body organization will be established, how the organization's activities will be supervised and how the organization's finances will be operated and managed.

One tool for managing ASB funds is the annual operating budget, which is a financial plan for the school year. The budget allows the ASB organization to estimate at the beginning of the year where it will be, in financial terms, at the end of the year. The budget must include estimated revenues, estimated expenses, and estimated ending reserves and carryover.

Budget monitoring is the process of comparing the actual revenues and expenses at a point in time to the budget to determine whether the revenues are being received as expected and that the expenses are not exceeding the projected amounts.

FUNDING: Annual approval of ASB Budgets allows the Board of Trustees oversight of the annual plans of the ASB organizations. The ASB Accounting Guide has been reviewed and updated and will be used to provide consistent guidance to individuals involved in managing ASB funds.

RECOMMENDATION: Approve 2010-11 High School Associated Student Body Budgets

Account Number	Description	Budget
Revenue		
201	Interest Income	0.00
4001	Baseball Income	25,125.00
4002	Football Income	55,570.00
4003	Boys Soccer Income	0.00
4004	Girls Soccer Income	0.00
4005	Boys Basketball Income	15,500.00
4006	Girls Basketball Income	3,600.00
4007	Boys Track Income	0.00
4008	Girls Track Income	0.00
4009	Boys Tennis Income	300.00
4010	Girls Tennis Income	300.00
4011	Boys Swimming Income	0.00
4012	Girls Swimming Income	0.00
4013	Boys Waterpolo Income	2,500.00
4014	Girls Waterpolo Income	0.00
4015	Volleyball Income	5,000.00
4016	Wrestling Income	0.00
4017	Softball Income	5,350.00
4018	Gymnastics Income	150.00
4019	Boys Golf Income	1,600.00
4020	Girls Golf Income	750.00
4021	Cross Country Income	1,000.00
4022	Diving Income	0.00
4023	Cheer Income	2,725.00
4024	Freestyle Wrestling Income	0.00
4025	General Athletics Income	0.00
4026	Participation Fees Income	0.00
4027	Sports Transportation Income	63,300.00
4028	Dance Team Income	7,500.00
4030	Music Group- Income	2,500.00
4050	Drama Productions Income	4,500.00
4200	Prom Income	0.00
4201	Crab Feed Income	0.00
4202	Disneyland Income	0.00
4203	Special Olympics Income	0.00
4204	Stadium Improvements Income	0.00
4205	MLK Breakfast Income	0.00
4206	PSAT Income	0.00
4207	Track Income	0.00
4210	Video Production Income	1,200.00
4211	A.P. Income	27,900.00
4222	Swimming Income	2,500.00
4300	P.E. Uniforms Income	0.00
4301	Lockers Income	0.00
4400	Food Income	0.00
4401	Beverage Income	0.00
4402	Clothing Income	0.00
4403	Supplies Income	0.00
4404	Other Income	0.00
4406	PE Locks Income	0.00
4411	Student Body Store-Income	0.00
4500	Vending Machines Income	0.00
4501	Donations Income	0.00
4502	Advertising Income	0.00

4503	ASB General Sales Income	17,689.00
4504	Gate Income	0.00
4505	Cash Balancing Overage Income	0.00
4506	Postage Income	0.00
4999	Kimball Start up Fund Income	0.00

Fundraisers

Total Revenue	\$ 246,559.00
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Expense

102	Bank Charges	0.00
106	NSF Charges	0.00
5001	Baseball Expense	8,095.00
5002	Football Expense	22,500.00
5003	Boys Soccer Expense	0.00
5004	Girls Soccer Expense	0.00
5005	Boys Basketball Expense	9,125.00
5006	Girls Basketball Expense	1,900.00
5007	Boys Track Expense	0.00
5008	Girls Track Expense	0.00
5009	Boys Tennis Expense	260.00
5010	Girls Tennis Expense	260.00
5011	Boys Swimming Expense	0.00
5012	Girls Swimming Expense	0.00
5013	Boys Waterpolo Expense	110.00
5014	Girls Waterpolo Expense	0.00
5015	Volleyball Expense	1,040.00
5016	Wrestling Expense	0.00
5017	Softball Expense	1,400.00
5018	Gymnastics Expense	300.00
5019	Boys Golf Expense	1,600.00
5020	Girls Golf Expense	650.00
5021	Cross Country Expense	1,250.00
5022	Diving Expense	0.00
5023	Cheer Expense	2,158.00
5024	Freestyle Wrestling Expense	0.00
5025	General Athletics Expense	0.00
5026	Participation Fees Expense	0.00
5027	Sports Transportation Expense	73,500.00
5028	Dance Team Expense	6,125.00
5030	Music Group-Expense	2,500.00
5050	Drama Productions Expense	1,500.00
5122	Swimming Expense	210.00
5200	Prom Expense	0.00
5201	Crab Feed Expense	0.00
5202	Disneyland Expense	0.00
5203	Special Olympics Expense	0.00
5204	Stadium Improvements Expense	0.00
5205	MLK Breakfast Expense	0.00
5206	PSAT Expense	0.00
5207	Track Expense	0.00
5210	Video Production Expense	180.00
5211	A.P. Expense	26,660.00
5300	P.E. Uniforms Expense	0.00
5301	Lockers Expense	0.00
5400	Food Expense	0.00

5401	Beverage Expense	0.00
5402	Clothing Expense	0.00
5403	Supplies Expense	0.00
5404	Other Expense	0.00
5406	PE Lock Expense	0.00
5500	Vending Machines Expense	0.00
5501	Donations Expense	0.00
5502	Advertising Expense	0.00
5503	ASB General Sales Expense	14,910.00
5504	Gate Income Expense	0.00
5505	Cash Balancing Overage Expense	0.00
5506	Postage Expense	0.00
5511	Student Body Store-Expense	0.00

Fundraisers

Total Expense	<u>\$</u>	<u>176,233.00</u>
Net Gain or Loss		70,326.00

Account Number	Description	Budget
Revenue		
1116	Club Fit Revenue	0.00
1123	Pepsi Account Revenue	1,100.00
201	Interest Income	15,000.00
4001	Baseball Revenue	24,400.00
4002	Football Revenue	49,000.00
4003	Boys Soccer Revenue	5,800.00
4004	Girls Soccer Revenue	1,300.00
4005	Boys Basketball Revenue	16,800.00
4006	Girls Basketball Revenue	23,000.00
4007	Boys Track Revenue	5,500.00
4008	Girls Track Revenue	5,600.00
4009	Boys Tennis Revenue	1,200.00
4010	Girls Tennis Revenue	1,800.00
4011	Boys Swimming Revenue	1,700.00
4012	Girls Swimming Revenue	2,000.00
4013	Boys Waterpolo Revenue	630.00
4014	Girls Waterpolo Revenue	3,500.00
4015	Volleyball Revenue	10,500.00
4016	Wrestling Revenue	5,500.00
4017	Softball Revenue	13,000.00
4018	Gymnastics Revenue	5,700.00
4019	Boys Golf Revenue	3,800.00
4020	Girls Golf Revenue	4,700.00
4021	Cross Country Revenue	500.00
4022	Diving Revenue	450.00
4023	XXXX Cheer Revenue	0.00
4024	Freestyle Wrestling Revenue	0.00
4025	General Athletics Revenue	81,000.00
4026	Participation - Do not use Revenue	0.00
4027	Transportation Revenue	100,000.00
4200	Prom Revenue	0.00
4201	Crab Feed Revenue	0.00
4202	Disneyland Revenue	21,000.00
4203	XXXX Special Olympics Revenue	0.00
4204	Stadium Billboard Revenue	3,400.00
4205	MLK Breakfast Revenue	0.00
4300	P.E. Uniforms Revenue	25,000.00
4301	Lockers Revenue	0.00
4400	Student Store - Food Revenue	0.00
4401	Student Store - Beverage Revenue	0.00
4402	Student Store - Clothing Revenue	0.00
4403	Student Store - Supplies Revenue	0.00
4404	Other Revenue	0.00
4500	Vending Machines - Do not use Revenue	0.00
4501	Donations Revenue	0.00
4502	Advertising Revenue	0.00
4503	ASB General Sales Revenue	17,330.00
4504	Gate Income Revenue	115,000.00
4505	Cash Balancing Overage Revenue	0.00
4506	Postage Revenue	0.00
4507	Student Store Revenue	37,600.00

Fundraisers

Total Revenue

\$ 602,810.00

Expense

102	Bank Charges	0.00
106	NSF Charges	70.00
1115	Club Fit Expenditure	0.00
1122	Pepsi Account Expense	1,200.00
5001	Baseball Expense	14,000.00
5002	Football Expense	42,000.00
5003	Boys Soccer Expense	3,300.00
5004	Girls Soccer Expense	800.00
5005	Boys Basketball Expense	12,000.00
5006	Girls Basketball Expense	15,500.00
5007	Boys Track Expense	3,400.00
5008	Girls Track Expense	4,900.00
5009	Boys Tennis Expense	700.00
5010	Girls Tennis Expense	900.00
5011	Boys Swimming Expense	1,200.00
5012	Girls Swimming Expense	1,200.00
5013	Boys Waterpolo Expense	597.00
5014	Girls Waterpolo Expense	1,000.00
5015	Volleyball Expense	5,100.00
5016	Wrestling Expense	4,500.00
5017	Softball Expense	9,600.00
5018	Gymnastics Expense	3,500.00
5019	Boys Golf Expense	3,600.00
5020	Girls Golf Expense	3,600.00
5021	Cross Country Expense	120.00
5022	Diving Expense	430.00
5023	XXXXCheer Expense	0.00
5024	Freestyle Wrestling Expense	0.00
5025	General Athletics Expense	77,500.00
5026	Participation Fees - Do not use Expense	0.00
5027	Transportation Expense	86,000.00
5200	Prom Expense	0.00
5201	Crab Feed Expense	0.00
5202	Disneyland Expense	18,000.00
5203	XXXXSpecial Olympics Expense	0.00
5204	Stadium Billboard Expense	1,500.00
5205	MLK Breakfast Expense	0.00
5300	P.E. Uniforms Expense	22,000.00
5301	Lockers Expense	0.00
5400	Student Store - Food Expense	0.00
5401	Student Store - Beverage Expense	0.00
5402	Student Store - Clothing Expense	0.00
5403	Student Store - Supplies Expense	0.00
5404	Other Expense	0.00
5500	Vending Machine Expense	0.00
5501	Donation Expense	0.00
5502	Advertising Expense	0.00
5503	ASB General Sales Expense	17,000.00
5504	Gate Income Expense	14,800.00
5505	Cash Balancing Overage Expense	170.00
5506	Postage Expense	0.00
5507	Student Store Expense	25,000.00

Fundraisers

Total Expense

\$ 395,187.00

Net Gain or Loss

207,623.00

Account Number	Description	Budget
Revenue		
201	INTEREST INCOME	0.00
4001	BASEBALL	20,000.00
4002	FOOTBALL	30,000.00
4003	BOYS SOCCER	5,000.00
4004	GIRLS SOCCER	900.00
4005	BOYS BASKETBALL	20,000.00
4006	GIRLS BASKETBALL	15,000.00
4007	TRACK	10,000.00
4009	BOYS TENNIS	3,000.00
4010	GIRLS TENNIS	5,000.00
4011	SWIMMING	2,000.00
4013	WATERPOLO	5,000.00
4015	VOLLEYBALL	5,000.00
4016	WRESTLING	4,000.00
4017	SOFTBALL	12,000.00
4018	GYMNASTICS	600.00
4019	BOYS GOLF	1,600.00
4020	GIRLS GOLF	2,000.00
4021	CROSS COUNTRY	500.00
4023	CHEER	50,000.00
4024	FREESTYLE WRESTLING	0.00
4025	GENERAL ATHLETICS	158,250.00
4026	ACTIVITY FEES	92,500.00
4027	COMP CHEER	5,000.00
4200	PROM	0.00
4202	DISNEYLAND	0.00
4203	BASKETBALL TOURNAMENT	5,000.00
4205	MLK BREAKFAST	0.00
4300	PHYSICAL EDUCATION	24,000.00
4400	STUDENT STORE	76,000.00

Fundraisers

Total Revenue	\$ 552,350.00
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Expense

102	BANK CHARGES	0.00
106	NSF CHARGES	0.00
5001	BASEBALL/EXPENSE	20,000.00
5002	FOOTBALL/EXPENSE	30,000.00
5003	BOYS SOCCER/EXPENSE	5,000.00
5004	GIRLS SOCCER/EXPENSE	900.00
5005	BOYS BASKETBALL/EXPENSE	15,000.00
5006	GIRLS BASKETBALL/EXPENSE	15,000.00
5007	TRACK/EXPENSE	10,000.00
5009	BOYS TENNIS/EXPENSE	3,000.00
5010	GIRLS TENNIS/EXPENSE	5,000.00
5011	SWIMMING/EXPENSE	2,000.00
5013	WATERPOLO/EXPENSE	5,000.00
5015	VOLLEYBALL/EXPENSE	5,000.00
5016	WRESTLING/EXPENSE	4,000.00
5017	SOFTBALL/EXPENSE	12,000.00
5018	GYMNASTICS/EXPENSE	600.00
5019	BOYS GOLF/EXPENSE	1,600.00

5020	GIRLS GOLF/EXPENSE	2,000.00
5021	CROSS COUNTRY/EXPENSE	500.00
5023	CHEER/EXPENSE	50,000.00
5024	FREESTYLE WRESTLING/EXPENSE	0.00
5025	GENERAL ATHLETICS/EXPENSE	158,250.00
5026	ACTIVITY FEES/EXPENSE	102,500.00
5027	COMP CHEER/EXPENSE	5,000.00
5200	PROM/EXPENSE	0.00
5202	DISNEYLAND/EXPENSE	0.00
5203	BASKETBALL TOURNAMENT/EXPENSE	1,000.00
5205	MLK BREAKFAST/EXPENSE	0.00
5300	PHYSICAL EDUCATION/EXPENSE	24,000.00
5400	STUDENT STORE/EXPENSE	73,000.00

Fundraisers

Total Expense	\$	550,350.00
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Net Gain or Loss	2,000.00
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BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *CG* Dr. Casey Goodall, Associate Superintendent, Business Services
DATE: August 16, 2010
SUBJECT: **Approve Purchase of a Computerized Routing Program, and Purchase of Three Additional Special Education Buses**

BACKGROUND: On March 30, 2010 the Board approved budget reduction item C41, to absorb county transportation routes to TUSD and Jefferson schools. The rationale was as follows:

1. TUSD was paying \$10,781 per student for the transportation of TUSD special needs students who attend the SJCOE special education classes located in Tracy and Jefferson.
2. There were 53 students who lived in the TUSD boundaries but who attended county classes in both TUSD and Jefferson campuses. Transportation for these 53 students cost the District \$571,393 and was paid from the Special Education Department as excess cost for transportation.
3. The District would consolidate two existing regular education routes, eliminate kindergarten busing and math shuttles, and redistribute driver hours to accommodate new midday routes without cost.
4. We would reduce TUSD curb-to-curb ridership by working with parents to get students onto big buses.
5. Eliminate two routes in the George Kelly attendance area and redistribute driver time.
6. Fill six vacant driving positions to accommodate the county program.
7. Purchase three buses, a decision which was later updated to be five buses in order to include the McKinley pre-school program.

Given these assumptions, the District intended to absorb the 53 county students and save \$10,781 per student, with a few additional costs, for a total estimated annual savings of \$481,393 per year. However, implementation of the plan has lead to less savings than projected, and the plan to reduce curb-to-curb ridership for students in TUSD programs has not be achieved.

The San Joaquin County Office of Education has recalculated the cost of transporting those TUSD students who are still bused by First Student to special education programs in Stockton

and other areas outside of Tracy. TUSD will not achieve the saving originally projected due to the way “excess costs” are allocated by the SJCOE to each district.

All of the costs of transporting students included in the county’s special education programs are “pooled” together and then allocated to each district based on each district’s “ridership”. Tracy, Lincoln, and Linden have all elected to transport some of their respective students, thereby reducing the number of students transported by First Student decreasing the “pooled” costs. Tracy’s savings comes here by having fewer students included. However, the administrative costs of running the program remain unchanged and must still be allocated based on the students still being transported by First Student. The result is an increase in the “excess costs” allocation from \$10,781 to \$11,557 for each student who continues to receive transportation services from the county. The current projected annual savings is \$379,450. The current projected annual savings is \$101,943 less than originally planned.

On or about November 1, 2010, the District expects to assume transportation duties for approximately 22 students, which will generate additional savings.

Part of the projected savings was based on the premise that the District would reduce TUSD curb-to-curb ridership by working with parents to get students off the small buses and onto the larger buses, thus reducing the number of routes operated. In June, staff was very optimistic about the potential savings from this strategy. The TUSD special education curb-to-curb ridership was significantly lower than at the end of the last school year. But, when transportation letters were mailed on July 26th identifying the bus route at which each student was expected to be picked up, the Transportation and Special Education offices began to receive complaints that parents had not been notified of the change to a central bus stop and a big bus. The Special Education Department contacted each of these parents to explain the plan, and many of the students were placed back on curb-to-curb routes.

On August 11th, the first day of school, the Transportation Department was notified of 17 new curb-to-curb riders on TUSD and county routes. Curb-to-curb ridership has continued to grow since the first day of school. With all of the changes since June, TUSD curb-to-curb ridership now exceeds the ridership of last year. Thus, rather than reducing curb-to-curb ridership and using the extra drivers to absorb county routes, the District is now in a position in which we are short drivers to meet all of transportation obligations.

232 students were assigned curb-to-curb transportation at the end of the 2009-10 school year.

As of June 23, 2010, the date on which routes were first developed, curb-to-curb ridership had been decreased to 152 riders, suggesting that the planned savings would be achieved. Yet, by the first day of school, ridership had increased to approximately 200 students. As of August 28th, ridership has increased to 228 students. Clearly, the strategy of significantly reducing curb-to-curb ridership has not lead to the savings originally planned.

It has also become very clear that the laborious routing process utilized by the District must become automated to deal with the significant changes that occur from week to week. The

Director of Transportation routes students in his head, and transcribes the information into detailed driving instructions for each driver. For example, each route has a route sheet detailing all the right and left turns, all of the stops, all of the train crossings, etc. required to pick up each student, get him/her to school, and back home again. He tries to equalize the time each student is on the bus, and he notifies each parent what time the bus will arrive at each stop. Each time a change occurs to one of these routes, he is required to recalculate the driving instructions, and must notify each parent of the resulting time in schedules. Each time the Director changes a route, including the time it takes to contact each parent, sometimes takes several days...all while hundreds of parents show up to buy bus passes during the first week of school. This is exacerbated by information in two different data-bases, which may not match. Staffing in the office is the same as in 2004 when the District operated 35 buses. TUSD now operates 64 buses.

Other significant changes which were not considered when reductions in transportation costs were projected include a new route which requires us to transport a student from Sacramento to Tracy every afternoon. This is thought to be temporary, but the initial end date has passed and there is not new end date yet identified.

Every driver in the district is now assigned a daily route, yet the District averaged ten absences per day last year to address authorized leaves for vacation, jury duty, CSEA leave, sick leave, extended sick leave, holidays, etc. This will be slightly exacerbated by the new decrease of five days in the work year for each employee. While the District depended on mechanics to drive on many days, last year the District also had a built-in sub-pool to keep the process going, and owned several extra buses to allow maintenance and repairs to take place without cancelling or combining routes. This year, every bus is scheduled to be on the road daily.

One District goal is to keep the bus ride for each student to one hour or less unless the student lives far from town. We also try to ensure that students arrive at school at least ten minutes prior to the bell. Some TUSD in-town special education routes are exceeding 1.5 hours.

RATIONALE: Three potential solutions are available to resolve the operational problems stated above. Both options include the purchase of a computerized software package and three additional special education buses. The specific software package has not yet been identified, but is estimated to cost approximately \$50,000. If this agenda item is approved, staff will research different software options and report back to the school board prior to making a purchase.

Option 1:

This option is the least expensive, and can be implemented immediately, but has the greatest impact on other district operations, and possibly extends ride times to over two hours.

1. Hire no new drivers.
2. Extend student ride times up to two hours and move qualified drivers (Grasstodians) from custodial and grounds duties as necessary.
 - a. Depending on the decrease in custodial hours required to support this plan, custodial services may be decreased at K-5, K-8, and 6-8 schools to vacuuming every third or fourth day, but still removing trash daily, and cleaning bathrooms and kindergartens daily.

3. Utilize five Irrigation Specialists who became qualified bus drivers over the summer to routinely sub for vacant drivers.
 - a. This would reduce the amount of time these employees spend on rodent management, irrigation repairs, and grounds maintenance issues. This would probably also have an impact on high school sports which require lining of fields (soccer, baseball, and football). This would likely result in some level of overtime to cover essential duties. Mowing may not longer be possible on a weekly basis.

Option 2:

This option is more expensive, will take approximately three months to implement, but has a lower long-term impact on other district operations:

1. Hire two 8-hour grasstodians
 - a. One of these grasstodians will spend approximately four hours per day doing clerical work, including all steps to ensure the Special Education database and the Aries Student database are accurate and match each other, and to help John with routing and re-routing. [Note: this position may require changes to the job description, but these changes must wait until a software system is selected, and data management demands are known.]
 - b. The second of these grasstodians will be assigned four hours of custodial work in the new Tracy High School Music and Feast building, which will add a lot of cleaning requirements to the campus.
2. Extend student ride times up to two hours and move qualified drivers (Grasstodians) from custodial and grounds duties as necessary.
 - a. While the impact of this option is similar to that of option 1, because these employees would be used less frequently, the impact would be reduced.
3. Utilize five Irrigation Specialists who became qualified bus drivers over the summer to routinely sub for vacant drivers.
 - a. While the impact of this option is similar to that of option 1, because these employees would be used less frequently, the impact would be reduced.

Option 3:

The option reduces the impact on other operations, but costs considerably more:

1. Hire two 8-hour Bus Driver/Grounds/Custodians (Grasstodians) as described in option 2.1 above.
2. Hire seven 4-hour grasstodians as an additional built in sub pool. If they are not required on a bus route, they can be reassigned to custodial duties to cover for any absent custodians.
 - a. This option is problematic because the part time positions may not attract applicants.
 - b. This option would likely eliminate the long-term custodial and grounds impacts of the increased transportation demands.

One way to assess the effectiveness of these decisions is to consider the cost for TUSD to continue providing services compared to the cost of the San Joaquin County Office of Education (SJCOE) providing the service. Option 3 will cost TUSD approximately \$313,872 in ongoing

costs. However, if the students were transported by SJCOE, the ongoing cost would be 75 students x \$11,577 = \$868,275 per year. Clearly, it is less expensive to transport the students ourselves.

Each of these plans would need to be flexible to deal with future growth, and we would need to be able to respond to additional staffing needs at a moment's notice. Changes to the new county routes are expected to take place within just a few days, whereas, given the rules imposed in our hiring process, it generally takes the district approximately three months to fill a position from the time the need is identified.

Staff recommends option three as the best choice. While it costs more, it could be funded from new federal dollars for two years, and allows the District to continue with the minimal level of custodial services we are currently providing, and to keep our grounds safe and usable by sports, PE, and youth sports groups. Option three also leaves enough flexibility that the Irrigation Specialists can be used to cover growth which may happen during the school year.

FUNDING: Additional staffing would cost:

• Two 8-hour Bus/Driver/Grounds Custodians x \$60,000	=	\$120,000
• Seven 4-Hour Bus/Driver/Grounds Custodians x \$27,696	=	\$193,872
• Three 24-Seat/Wheelchair Access Buses x \$120,000	=	\$360,000
• Transportation Software	=	\$ 50,000 estimated
○ Total Estimated Cost	=	\$723,872

The type or cost of software is not yet known. If approved, staff will research different options and bring a recommendation to the Board prior to making any purchase.

Therefore, option 1 costs approximately \$360,000 of one-time costs to purchase 3 buses.

Option 2 costs approximately \$120,000 of ongoing costs, plus \$360,000 for 3 buses, plus \$50,000 for software, for a total cost of \$530,000.

Option 3 includes the costs of option 1, plus \$120,000 of ongoing costs for 8-hour grasstodians, plus an additional \$193,872 of ongoing costs for part-time grasstodians, for total ongoing costs of \$313,872. One time costs of \$410,000 would purchase 3 buses and the software system.

Staff will bring these three options to the next board meeting for consideration.

The personnel costs of each of these three options could likely be funded for up to two years year from the new Federal funds. The new funds may not be used to purchase equipment or software, which will be funded from other ARRA funds and/or from the Unrestricted Ending Balance.

RECOMMENDATIONS: Approve Purchase of a Computerized Routing Program, and Purchase of Three Additional Special Education Buses

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and
Human Resources
DATE: August 16, 2010
SUBJECT: Adopt Resolution #10/02 Supporting the National Red Ribbon Celebration Campaign.

BACKGROUND: Alcohol, tobacco and drug abuse represent serious health concerns for our youth. Therefore, it is imperative that school members launch visible substance abuse prevention education efforts to reduce the demand for drugs. Tracy Unified School District is coordinating the local California Red Ribbon Celebration Campaign the week of October 23-31, 2010 to offer our students the opportunity to demonstrate their commitment to drug-free, tobacco-free and alcohol-free lifestyles.

RATIONALE: Tracy Unified School District encourages all students to participate in drug prevention education activities. All school sites have been trained in research-based curriculum. Resolution #10/02 makes a visible Board statement that we are firmly committed to being drug-free, tobacco-free and alcohol-free schools. This 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.

FUNDING: No cost

RECOMMENDATION: Adopt Resolution #10/02 Supporting the National Red Ribbon Celebration Campaign.

Prepared by: Joan E. McCreedy, Coordinator Prevention Services Office



**TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN COUNTY, STATE OF CALIFORNIA**

RESOLUTION NO. 10-02

NATIONAL RED RIBBON CELEBRATION

WHEREAS, Alcohol, tobacco and other drug abuse represent serious health concern for our youth.

WHEREAS, it is imperative that school members launch visible substance abuse prevention education efforts to reduce the demand for drugs; and,

WHEREAS, Tracy Unified School District is coordinating the California Red Ribbon Celebration in cooperation with the National Red Ribbon Campaign to offer our students the opportunity to demonstrate their commitment to drug-free, tobacco-free and alcohol-free lifestyles; and,

WHEREAS, President Obama and Mrs. Obama are the National Honorary Chairpersons, and Governor Schwarzenegger and Mrs. Schwarzenegger are California's Honorary Chairpersons to provide this community focus on a DRUG FREE AMERICA; and,

WHEREAS, Tracy Unified School District further commits its resources to ensure the success of the RED RIBBON CELEBRATION; and

NOW THEREFORE, BE IT RESOLVED, that the Tracy Unified School Board of Education of the City of Tracy does hereby support October 23-31, 2010 as RED RIBBON CELEBRATION WEEK, and encourages its students to participate in drug prevention education activities, making a visible statement that we are firmly committed to drug-free, tobacco-free and, alcohol-free schools.

BE IT FURTHER RESOLVED, that the Tracy Unified School Board of Education encourages all citizens to pledge:

"NO USE OF ILLEGAL DRUGS AND NO ILLEGAL USE OF LEGAL DRUGS"

Signed this 24th day of August, 2010, by:

President, TUSD Board of Education

Member, TUSD Board of Education

Member, TUSD Board of Education

Member, TUSD Board of Education

Clerk, TUSD Board of Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent of Educational Services
and Human Resources
DATE: August 17, 2010
SUBJECT: Approve Contract with Richard C. MacIntyre, PhD., RN, FAAN, of the
Sacramento Regional Learning Center, Samuel Merritt University, School of
Nursing

BACKGROUND: Board approval is requested in order to implement the free internship nursing services provided to students of the Tracy Unified School District by the Sacramento Regional Learning Center.

RATIONALE: Districts must offer a continuum of services to students including, when necessary, nursing services such as classroom presentations regarding good hygiene practices and dental care. This request supports Goal #2: Provide a safe environment for students and staff that is conducive to learning; Goal # 6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees; and Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: The nursing services provided by the Sacramento Regional Learning Center will be provided free of charge in return for Samuel Merritt University, Nursing School student internship opportunities.

RECOMMENDATION: Approve Contract with Richard C. MacIntyre, PhD., RN, FAAN of the Sacramento Regional Learning Center, Samuel Merritt University, School of Nursing.

Prepared by: Paul Hall, Director of Student Services

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 Samuel Merritt University, School of Nursing, Sacramento Regional Learning Center, Dr. Richard C. MacIntyre, PhD., RN, FAAN 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: Sacramento Regional Learning Center, will provide basic nursing services under the supervision of the District Nurse through of school nurse interns
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of (40) **HOURS per week for 52 weeks**, under the terms of this agreement at the following location: any and all school sites in TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 0.00 per **HOURL**, not to exceed a total of \$0.0. Contractor is providing free intern service to the Tracy Unified School District.
 - b. District [☐] **SHALL**; [☒] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [☐] **MONTHLY PROGRESS BASIS**, [☒] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 25, 2010, and shall terminate on June 30, 2011.
5. This agreement may be terminated at any time during the term by either party upon thirty (30) days written notice.
6. Contractor shall contact the District's designee, Paul Hall, Director of Student Services (209) 830-3280 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 Representative

Date

Director, Student Services
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 and Human Resources
DATE: August 13, 2010
SUBJECT: Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for 2010-2011 Season

BACKGROUND: There is a need in the volleyball program at Tracy High for additional supervision 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. This Agreement needs to be ratified as the season began prior to the August 24, 2010 board meeting.

RATIONALE: David Daily is uniquely qualified to assist and enhance the volleyball program at Tracy High School. As a former varsity volleyball coach, Mr. Daily's extensive volleyball experience and enthusiasm will ensure the overall success and safety of the program. His duties will consist of assisting with daily practice, scouting, fund raising, breaking down film, and driving the District vans to tournaments.

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

FUNDING: Expenses for the assistant volleyball coach will be paid by the District and reimbursed from the Tracy High School ASB account. Expenses will not exceed \$1200.

RECOMMENDATION: Ratify Agreement for Special Contract Services for Assistant Volleyball Coach David Daily for 2010-2011 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 DAVID DAILY, 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: ASSIST WITH COACHING, ATTEND PRACTICE MATCHES & TOURNA MENTS
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of NINE (90) HOURS/DAYS (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 \$ 1200.00 per HOUR / DAY FLAT RATE (circle one), not to exceed a total of \$ 1200.00. 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 \$ 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 "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 AUG 9TH 2010, and shall terminate on NOV 1ST 2010
5. This agreement may be terminated at any time during the term by either party upon THIRTY (30) days written notice.
6. Contractor shall contact the District's designee, Mahina Tankersley at (209) 814-4006, 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.

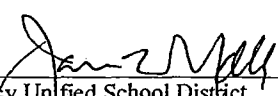
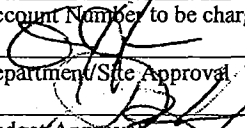
Contractor agrees to hold harmless and to indemnify district for:

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) *DA114*
Social Security Number or TIN number (2)
7-29-10
Date
Teacher / coach
Title
Address
City/State/Zip
Phone Number


Tracy Unified School District
Date *8/6/10*
Title *Principal*
ACB, VB
Account Number to be charged
Department/ Site Approval

Budget Approval
Date Approved by the Board *7/30/10*

- 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.

