

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

**DATE: TUESDAY, JUNE 12, 2012**

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

**TIME: 5:20 PM Closed Session  
7:00 PM Open Session**

**A G E N D A**

**1. Call to Order**

**2. Roll Call – Establish Quorum**

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

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

**3.1 Educational Services:**

**3.1.1** Appeal Intra-District Attendance Appeal 2011-2012/AA5

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

**3.1.2** Finding of Fact #11-12/111, 112, 113, 114, 115, 117, 118, 119, 120

**3.1.3** Waiver of Expulsion #11-12/14, 15, 16, 17, 18, 19

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

**3.1.4** Early Graduation – THS #10314964

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

**3.1.5** PE Exemption – THS #1032202

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

**3.2 Human Resources:**

**3.2.1** Consider Leave of Absence Requests for Certificated Employees #UC-776, #UC-777, #UC-778 and #UC-779

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

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

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

**3.2.3** Conference with Labor Negotiator

Agency Negotiator: Sheila Harrison

Assistant Superintendent of Educational Services & Human Resources

Employee Organization: CSEA, TEA

4. **Adjourn to Open Session** Pg. No.
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:**
- 6a** Appeal Intra-District Attendance Appeal 2011-2012/AA5  
**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6b** Finding of Fact #11-12/111, 112, 113, 114, 115, 117, 118, 119, 120  
**Action: Motion** \_\_\_; **Second** \_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6c** Report Out of Action Taken on Waiver of Expulsion #11-12/14, 15, 16, 17, 18, 19  
**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6d** Report Out of Action Taken on Early Graduation – THS #10314964  
**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6e** Report Out of Action Taken on PE Exemption – THS #1032202  
**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
- 6f** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-776, #UC-777, #UC-778 and #UC-779  
**Action: Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_
7. **Approve Regular Minutes of May 22, 2012.** 1-6  
**Action:** Motion \_\_\_; Second \_\_\_. **Vote:** Yes \_\_\_; No \_\_\_; Absent \_\_\_; Abstain \_\_\_.
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:  
**None.**
10. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).  
This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.  
The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you. There is a record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. You may obtain copies of the policy from Human Resources, and staff will assist you.

11. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.
  - 11.1 **Administrative & Business Services:** None.
  
12. **PUBLIC HEARING:**
  - 12.1 **Administrative & Business Services:**
    - 12.1.1 Conduct a Public Hearing Regarding Implementing Flexibility Authorized by SBX3 4 7
    - 12.1.2 Conduct a Public Hearing on Item 14.1.4: 8
      1. Adopt Resolution No. 12-19 on the Board of Education of the Tracy Joint Unified School District (TJUSD) Acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2012-13.
      2. Approve Willdan Financial for Preparation of the 2012-13 Tax Roll and Reporting of Delinquencies.
  - 12.2 **Educational Services:**
    - 12.2.1 Conduct a Public Hearing on CIPA Compliance Requirement on the Tracy Unified School District's Computer/Website Access Filtering Process 9
    - 12.2.2 Conduct a Public Hearing Regarding the Instructional Minutes Waiver Application to the California Department of Education (CDE) to Extend the Instructional School Day for All First Through Third Grade Students at Poet-Christian Magnet School and All Third Grade Students at South/West Park Elementary School 10-11
  
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 Approve Assembly, Service, Business and Food Vendors 12-17
    - 13.1.2 Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 18-22
    - 13.1.3 Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 23-24
    - 13.1.4 Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 25-27
    - 13.1.5 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 28-29
  - 13.2 **Educational Services:**
    - 13.2.1 Receive Peer Assistance and Review Annual Report for the 2011-2012 School Year 30-32

13.2.2	Approve Agreement for Special Contract Services with Counseling and More (CAM): The Parent Project to Provide Training for Parents at Monte Vista Middle School for the 2012-2013 School Year	Pg. No. 33-34
13.2.3	Approve 2012-2013 Preliminary School Plans and Site Categorical Budgets for 2012-2013 (Separate Cover Item)	36
13.2.4	Approve Agreement for Special Contract Services with Younglight Foundation for August 9, 2012, Inservice on Best Practices Vocabulary Development with Follow-Up on September 24, 2012	37-39
13.2.5	Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy for the 2012-13 School Year	40-42
13.2.6	Approve Agreement for Special Contract Services with Peacemakers Resources for Intervention Services for the 2012-2013 School Year	43-45
13.2.7	Approve Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling and other Services	46-48
13.2.8	Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover Item)	49
13.2.9	Approve the Winter 2011-2012 Consolidated Application for the Tracy Unified School District (Separate Cover Item)	50
13.2.10	Approve Agreement for Special Contract Services Between DataWORKS and Monte Vista Middle School to Provide Professional Staff Development Services in the Areas of Explicit Direct Instruction, Lesson Design and Coaching Through the 2012-2013 School Year	51-53
13.2.11	Approve Overnight Travel for Kimball High School Cheerleaders to Attend the National Cheerleaders Association (NCA) Camp at Sonoma State University In Rohnert Park, CA on July 12-15, 2012	54-55
13.2.12	Approve Agreement for Special Contract Services with Project GLAD Tier 1 to Provide Training Throughout the 2012-2013 School Year	56-58
13.2.13	Approve Agreement for Special Contract Services with Pacific Educational Group Development and Consultation Services to the District Management Team on August 3, 2012	59-61
13.2.14	Approve the South/West Park State Preschool Self-Evaluation Annual Report for the 2011/12 School Year	62-71
13.2.15	Approve the Annual Report for 2011-12 STEPS Program Self-Evaluation	72-77
13.2.16	Approve Memorandum of Understanding with San Joaquin County Office of Education, Multilingual Education Department for the 2012-13 School Year	78-81
13.2.17	Approve Agreement for Special Contract Services and Memorandum of Understanding with the University of Pacific Mathematics, Engineering and Science Achievement (MESA) Center to Implement a Program for Under-represented, Underperforming Students During the 2012-2013 School Year	82-87
13.2.18	Approve Overnight Travel for West High School Agriculture Department Activities for the 2012-2013 School Year	88
13.2.19	Approve Agreement for Special Contract Services with Valley Community Counseling Services and Tracy Unified School District (Art Freiler and Louis Bohn) for a One Day Training on August 8, 2012	89-91

		<b>Pg. No.</b>
13.2.20	Approve Agreement for Special Contract Services with Digital Edge Learning to Provide a Full Day On-Site Workshop for all South/West Park School Teachers	92-94
13.2.21	Approve Agreement for Special Contract Services with J. Taylor Education to Provide a Full Day On-Site Workshop for South/West Park School Teachers	95-98
13.2.22	Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2012-2013 School Year	98-101
13.2.23	Approve Specialized Grant Funding for the Agriculture Incentive Grant for West High School 2012-13	102-105
13.2.24	Approve All Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2012-2013 School Year	106-112
13.2.25	Approve Memorandum of Understanding Between the College Board and John C. Kimball High School/Tracy Unified School District Regarding the California AP Expansion (CAPE) Program Grant	113-119
13.2.26	Approve Agreement for Special Contract Services with the Great Valley Writing Project for the 2012-2013 and 2013-2014 School Year Contingent Upon Receipt of the Teacher-Based Reform (T-BAR) Grant	120-123
13.2.27	Approve Agreement for Special Contract Services with the U.C. Davis History Project of the Teacher-Based Reform (T-BAR) Grant	124-127
<b>13.3</b>	<b>Human Resources:</b>	
13.3.1	Approve Classified, Certificated and/or Management Employment	128-130
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	131-132
13.3.3	Approve the Continued Participation in the San Joaquin County Office of Education Teacher Apprentice Program	133-137
13.3.4	Ratify Employment of 2012 Summer School Staff	138-141
13.3.5	Ratify Agreement for Special Contract Services for Assistant Baseball Coach Steve Alkire for the 2011-2012 Spring Season	142-144
13.3.6	Ratify Agreement for Special Contract Services for Assistant Track Coach Sam Cavallaro for the 2011-2012 Spring Season	145-147
13.3.7	Ratify Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School (KHS) During the Summer 2012 ad the 2012-2013 School Year	148-150
13.3.8	Approve Stanislaus County Office of Education MOU for Internship Program	151-156
<b>14.</b>	<b>Action Items:</b> Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
<b>14.1</b>	<b>Administrative &amp; Business Services:</b>	
14.1.1	Adopt Resolution No. 11-26 Specifications of the Election Order <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	157-158
14.1.2	Adopt Resolution No. 11-27 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services <b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain___.	159-161

		<b>Pg. No</b>
14.1.3	Adopt Replacement of Board Policy and Administrative Regulation 5131.8 Student Activity Trips with Board Policy and Administrative Regulation 6153 School Sponsored Trips (First Reading)	162-
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.1.4	1. Adopt Resolution No. 12-19 on the Board of Education of the Tracy Joint Unified School District (TJUSD) Acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2012-13. 2. Approve Willdan Financial for Preparation of the 2012-13 Tax Roll and Reporting of Delinquencies.	175-177
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.2	<b>Educational Services:</b>	
14.2.1	Adopt Revised Board Policy and Acknowledge Administrative Regulation 4040, Employee Use of Technology (First Reading)	178-195
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.2.2	Adopt Revised Board Policy and Acknowledge Administrative Regulation 6163.4, Student Use of Technology (First Reading)	196-214
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.2.3	Adopt Board Policy 6170.1 Transitional Kindergarten, Board Policy 5111 and Acknowledge Administrative Regulation 5111 Admission (First Reading)	215-226
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.2.4	Approve the Instructional Minutes Waiver Application to the California Department of Education (CDE) to Extend the Instructional School Day for All First through Third Grade Students at Poet-Christian Magnet School and all Third Grade Students at South/West Park Elementary School	227-232
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.3	<b>Human Resources:</b>	
14.3.1	Approve New Job Description for ISET Technician Level III	233-236
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
14.3.2	Approve Revised Job Description for Special Education Program Specialist	237-240
<b>Action:</b>	Motion___; Second___. <b>Vote:</b> Yes ___; No___; Absent___; Abstain ___.	
15.	<b>Board Reports:</b> An opportunity for board members to discuss items of particular importance or interest in the district.	
16.	<b>Superintendent's Report:</b> An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.	

**17. Board Meeting Calendar:**

- 17.1 August 14, 2012 (First regular meeting of 2012-2013)
- 17.2 August 28, 2012
- 17.3 September 11, 2012
- 17.4 September 25, 2012
- 17.5 October 9, 2012
- 17.6 October 23, 2012
- 17.7 November 13, 2012
- 17.8 December 11, 2012

**18. Upcoming Events:**

- |      |                      |                                    |
|------|----------------------|------------------------------------|
| 18.1 | August 13, 2012      | First Day of 2012-2013 School Year |
| 18.2 | August 27, 2012      | District Welcome Back              |
| 18.3 | September 3, 2012    | No School, Labor Day               |
| 18.4 | October 22, 2012     | No School, Parent Conferences      |
| 18.5 | November 12, 2012    | No School, Veteran's Day           |
| 18.6 | November 19-23, 2012 | No School, Thanksgiving Break      |
| 18.7 | Dec. 17-Jan. 1, 2013 | 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, May 22, 2012**

- 5:20 PM:** President Costa called the meeting to order and adjourned to closed session.
- Roll Call:** Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn (Late to closed session)  
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry
- 7:08 PM:** President Costa called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Report Out on Intra District Attendance Appeal – 2011-2012/AA3  
**Action:** Denied. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
  - 6b** Report Out on Intra District Attendance Appeal – 2011-2012/AA4  
**Action:** Approved as amended. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
  - 6c** Finding of Fact #11-12/, 84, 100, 101, 102, 104, 107, 109, 110  
**Action:** Vaughn, Guzman . **Vote:** Yes-7; No-0; Absent-1(Vaughn)
  - 6d** Report Out of Action Taken on Waiver of Expulsion #11-12/12, 13  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Vaughn)
  - 6e** Report Out of Action Taken on Early Graduation WHS#1022416, 1016776  
**Action:** **Vote:** Yes-5; No-1; Absent-1(Vaughn)
  - 6f** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-166, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
  - 6g** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-167, Pursuant to Article XXIII  
**Action:** Denied. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
  - 6h** Report Out of Action Taken on Approve the Non-Re-Election of Probationary Certificated Employee #UC-752, Pursuant to Education Code Section 44929.21(b)  
**Action:** **Vote:** Yes-6; No-0; Absent-1(Vaughn)
  - 6i** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-753, UC-754, #UC-755, #UC-756, #UC-757, #UC-758, #UC-759, #UC-760, #UC-761, #UC-762, #UC-763, #UC-764, #UC-765, #UC-766, #UC-767, #UC-768, #UC-769, #UC-770, #UC-771, #UC-772, #UC-773, #UC-774, #UC-775, Pursuant to Article XX  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
  - 6j** Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-168, Pursuant to Article XXIII  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Vaughn)
- Employees Present:** C. Minter, D. Sonnenburg, J. Frase, J. Cardoza, L. Dopp, R. Call, R. Koons, J. Carter, B. Sawyer, K. Wedel, S. Moriarty, R. Davis, K. Gill, B. Carter, S. Liel, B. Tavares, R. James, C. Tanner, C. Lightfoot
- ress:** None.

<b>Visitors Present:</b>	Z. Washington, D. Vang, A. Shah, M. Andrade, J. Garcia. T. Garcia, P. Bedi, S. Bae, Ornellas Family, K. Lou, G. & K. Sare, K. Smith, D. Arellano, A. Smith, V. Carrillo, A. Dela Cruz, I. Gosiengfiao, N. Bartolome, J. Sleo, S. Hong, H. Hong, G. Jimenez, J. Lima, I. Hong, F. Feroze, J. Martinez, R. Gonzalez, B. Calmes, J. Reynoso, B. Pekari, S. Dhanju
<b>Minutes:</b>	Approve Regular Minutes of May 8, 2012. <b>Action:</b> Guzman, Gouveia. <b>Vote:</b> Yes-7; No-0.
<b>Student Rep Reports:</b>	<p>West High: Dustin Vang reported that looking back over the year, it was very exciting. Many changes have taken place and he understands that choices you make affects everyone. He thanked the board for the opportunity to become who he is today. He recognized Mr. &amp; Mrs. Bancroft and Ms. Liel as activities director and WASC coordinator. Magic mountain for the senior trip was a lot of fun. He congratulated the 2012-13 ASB cabinet and wishes them the best of luck. He is thankful that he was a board representative. Trustee Crandall presented him with a certificate of appreciation.</p> <p>Tracy High: Michelle Andrade reported that April was busy month. The senior class officers are working hard on events. Many students participated in the Senior Breakfast With the Stars. They had karaoke and the breakfast was good. Today was senior beach day. Each student received a tank top and they had food, fun contests and prizes. It was a good way to connect as a class together. Prom was held at the end of April and it went really well and was decorated beautifully. The free pictures were a big hit and they had a great DJ. The Special Education dance was a great time and a very positive event. Sports are going very well. The Varsity Soccer made it to the 3<sup>rd</sup> round and is undefeated in the league. The Varsity Boys Baseball team made it to playoffs as well. This Saturday, leadership participated in Relay for Life. They made and sold t-shirts and the team raised over \$5,000. Ivan Diaz will be the board representative for next year. President Costa presented her with a certificate of appreciation.</p> <p>Kimball High: Aloukika Shah is proud to have the first graduation class of 2012. Brianna Pekari will be the board representative for next year. Kimball's softball team finished in 3<sup>rd</sup> place in the playoffs. In academics they have a human rights class and have started an event. CST testing went well. Brianna then commented that she is excited for the first senior class. The seniors recently got back from their Magic Mountain trip. They recently had scholarship night for the seniors and the senior sunset pool party is coming up. Senior breakfast will have a 90's theme. Aloukika thanked the board for their support. Trustee Silva presented her with a certificate of appreciation.</p> <p>Stein: Zachary Washington reported that there are approximately 17 seniors graduating and some students still trying. They had a basketball tournament and ping pong tournament that went very well. Cynthia beat everyone at her table. He beat everyone in the first round. This year went well. Trustee Vaughn presented him with a certificate of appreciation.</p>
<b>Recognition &amp; Presentations:</b>	9.1 Recognize and Congratulate the Tracy High Science Olympiad Team for Winning Three Medals at the NorCal State Competition

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized members of the Tracy High School Science Olympiad Team for their achievements at the San Joaquin Regional Science Olympiad Competition and the NorCal State Science Olympiad Competition where they won three medals. The National Science Olympiad is an international nonprofit organization devoted to improving the quality of science education and increasing student interest in science. The Science Olympiad has been on the cutting edge of educational innovations for twenty-eight years. Each team member was presented with a certificate and also recognized their advisor, Ken Wedel.

#### **9.2 Recognize and Congratulate Arianna Grimes for Being Named a Dell Scholar**

Arianna Grimes is a Tracy High student who received \$20,000 and a laptop computer for being named a Dell Scholar. This is given to students who overcome significant obstacles to pursue their education. Approximately 300 students were chosen across the United States. She will be attending San Diego State and majoring in physical therapy.

#### **9.3 Recognize and Congratulate the Kimball High Speech and Debate Team for Their 2011-12 Successes**

The Kimball High Speech and Debate Team was recognized by the Board. Each student was presented with a certificate. Their advisor, Renee Koon, was also recognized. A short video of their team was played.

#### **9.4 West High School Update on Staff Development Initiatives to Support Student Achievement**

Principal, Jeff Frase, and Assistant Principal, Roland Davis, presented a power point which showed that their staff development focus is on direct instruction and the big four. They have trained teachers and received help from Jennifer Davis at the San Joaquin County Office of Ed. A site team visited classes by invitation and shared strategies. Instructional tours continued with the results reported to staff. They printed a commitment poster and posted one in each classroom which tied in with the WASC visit. This is third year of working with the big four. They trained 5 teachers in direct instruction and previously trained teachers collaborated together. They came up with effective approaches and strategies. Team members visited Stagg High School. WASC took a lot of time this year, but they will continue with direct instruction, RSDSS and the big four. They will be training 3 new teachers in AVID strategies and the CAPP grant will help provide training. In 2012-13 they will continue efforts.

Trustee Crandall left the meeting at 8:15p.m.  
Trustee Crandall returned to the meeting at 8:17p.m.

**Hearing of  
Delegations:**

None.

**Information &  
Discussion Items:**

- 11.1 Administrative & Business Services:** None.
- 11.2 Educational Services:**
- 11.2.1** Receive Report on the WASC Visit at Merrill F. West High School on April 16-18, 2012
- Shauna Liel was the self study WASC coordinator and is the Activities Director at West High. She presented a short video by 2 students who described the WASC process. The leadership students visited every 2<sup>nd</sup> period class to explain that they will be going through the WASC process and what to expect. The visiting members were given gift baskets. It started off with a tour of the school including the black box theater. She then reviewed the areas of strength and growth.
- 11.2.2** Receive Report on the Common Core State Standards (CCSS) Part 3, Focus on English Language Arts
- Director of IMC, Dr. Donna Sonnenburg, presented a power point on the Common Core State Standards. Tonight's presentation will be on Language Arts. She reviewed the key advances in reading, writing, speaking, listening and language. The purpose of the common core standards are designed to have students college and career ready. The next steps will be working with K-12 literacy leaders to develop expertise in the CCSS. They are also looking at teacher training from the county and hope to adopt supplemental materials in Spring 2013.

**Public Hearing:**

- 12.1 Administrative & Business Services:** None.

**Consent Items:**

- Action:** Vaughn, Guzman. Vote: Yes-7; No-0.  
Trustee Swenson commended the organizations that donated.
- 13.1 Administrative & Business Services:**
- 13.1.1** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2** 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
- 13.2 Educational Services:**
- 13.2.1** Ratify Contract with Applied Behavior Consultants, Inc., for Autism Consultation
- 13.2.2** Revise Ratified Master Contract and Individual Services Agreement with Children's Home of Stockton, NPS, for School Year 2011-2012
- 13.2.3** Approve Overnight Stay for West High School Cheer Team at the Fairfield Inn, on Thursday, June 21, 2012 in Tracy, California
- 13.2.4** Approve Tracy Adult School Course Offerings for the 2012-2013 School Year
- 13.2.5** Approve Agreement for Special Contract Services with Nancy Fetzter's Literacy Connections and Tracy Unified School District (Art Freiler and Louis Bohn Schools) for the 2012-2013 School Year

- 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** Adopt Resolution No. 11-24 Authorizing Temporary Loans Between Funds for the 12/13 School Year  
**Action:** Crandall, Silva. **Vote:** Yes-7; No-0.
- 14.1.2** Approve Specific Class Size Waiver Request  
**Action:** Silva, Vaughn. **Vote:** Yes-7; No-0.
- 14.1.3** Adopt Resolution No. 11-25 Rendering Certain City of Tracy Zoning Ordinances Inapplicable to District Property Pursuant to Government Code Section 53094  
**Action:** Crandall, Gouveia. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:**
- 14.2.1** Approve High School Journalism Textbook Adoption  
**Action:** Gouveia, Guzman. **Vote:** Yes-7; No-0.
- 14.2.2** Approve Revisions to BP 5141.3, Health Examinations, to Eliminate Scoliosis Screening for Seventh Grade Girls and Eighth Grade Boys (Second Reading, Intent to Adopt)  
**Action:** Final. Crandall, Swenson. **Vote:** Yes-7; No-0.
- 14.2.3** Approve the Request to the California Department of Education to Authorize North School as a Schoolwide Title 1 Program  
**Action:** Gouveia, Vaughn. **Vote:** Yes-7; N-0.
- 14.2.4** Approve the Request to the California Department of Education to Authorize Jacobson School as a Schoolwide Title 1 Program  
**Action:** Gouveia, Silva. **Vote:** Yes-7; No-0.
- 14.2.5** Approve the Request to the California Department of Education to Authorize Central School as a Schoolwide Title 1 Program  
**Action:** Guzman, Crandall. **Vote:** Yes-7; No-0.
- 14.2.6** Approve the Request to the California Department of Education to Authorize George and Evelyn Stein Continuation High School as a Schoolwide Title 1 Program  
**Action:** Gouveia, Vaughn. **Vote:** Yes-7; No-0.
- 14.2.7** Adopt Board Policy and Acknowledge Administrative Regulation 5129, Bullying Prevention TUSD (Second Reading)  
**Action:** Final. Gouveia, Guzman. **Vote:** Yes-7; No-0.
- 14.3 Human Resources:**
- 14.3.1** Approve Agreement for Student Teaching with University of Nevada, Reno  
**Action:** Crandall, Guzman. **Vote:** Yes-7; No-0.

**Board Reports:**

Trustee Gouveia congratulated the students that were recognized tonight. He attended and spoke at the classified recognition breakfast. He also attended and presented scholarships at the migrant education and redesignation ceremony for

ELD students at Monte Vista. He was at Relay for Life and helped served breakfast. Trustee Swenson believes the total revenue for Relay for Life was \$233,000. His son participated and raised \$20,000. Kudos to the baseball team and Emmet Lee's grandson, Jonah Wesely, who pitched a no hitter against Tokay. He pitched 3 no hitters and is a lefty. He went to Sacramento with the finance group for the School Services May Revise presentation. There will be cuts, but if tax measure passes it will probably only be about half of what is needed to close the gap. FEAST put on excellent tri tip lunch. He participated in the district employee celebration and there was a great speech by Jose Hernandez. Trustee Guzman congratulated all those who were recognized tonight and West High for their success on the WASC review. He went to the FEAST lab and it was a great lunch and will go again. He attended the Tracy High scholarship night. There were a great group of kids. There was close to \$300,000 handed out that night. Congratulations to Tracy High sports teams. Soccer and baseball had a great season. West High is playing for the championship tonight for softball and they have been successful in track and field also. He hopes the seniors have a good, safe week and get ready for finals week. Trustee Crandall went to the district recognition and attended the West High awards night. Tomorrow at 8:30 he will be teaching cyber bullying at Wanda Hirsch. He congratulated the West High leadership team for their efforts in Relay for Life. His son is at Fresno State and studying kinesiology and he got a summer job with Fresno Unified as a reading teacher for K-3 and will also be an assistant football coach at one of the high schools. Trustee Vaughn passed. Trustee Silva congratulated the West High WASC committee. He appreciated their enthusiasm tonight. He is a parent of 3 sons and it is a great place to go to school. He attended a meeting for the athletic booster club for West High. They will be selling fireworks at the West Valley Mall. Proceeds will go to West High athletics and cheer. Trustee Costa congratulated the girls softball team from West High as they beat St. Mary's. She attended the very nice parent volunteer recognition luncheon. She would like to congratulate West High on their WASC completion and she congratulated several members on the board who have children graduating from our high schools.

**Superintendent  
Report:**

Dr. Franco commented that all 3 of our high schools are doing well with sports. He attended the budget workshop yesterday and had Dr. Goodall give a brief update. Dr. Casey Goodall presented a short power point which showed the shortfall has grown from 9.2 billion to 15.7 billion. There will be more cuts to non school expenditures. If the measure passes, there will be mostly flat funding. If it does not, then there will be a loss of approximately \$441 per ADA which would be about \$6.8 million in cuts. The weighted student formula will impact the ADA funding, but it has not been calculated yet. It will be phased in over 7 years. AB 189 requires a new public hearing be conducted at a regularly scheduled board meeting prior to the annual budget being adopted. Since June 12<sup>th</sup> is the last meeting of fiscal year and the budget must be adopted in June, we propose a special board meeting on June 13<sup>th</sup> to adopt the annual budget. The regular meeting of June 12<sup>th</sup> will have the public hearing and presentation of the budget and the June 13<sup>th</sup> will adopt annual budget and should only take a few minutes.

9:23 PM:

Clerk

Date



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business  
**DATE:** May 24, 2012  
**SUBJECT:** Conduct a Public Hearing regarding implementing flexibility authorized by SBX3 4

**BACKGROUND:** A public hearing is to be held to take testimony on the use of these funds, and for the permitting of categorical funding to be used for salaries & related expenditures and educational purposes. The Enacted 2008/09 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorizes school districts to use funding received from the State for Tier Three programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for seven years from 2008/09 through 2014/15 by Education Code 42605.

**RATIONALE:** The Enacted 2008/09 California State Budget reduces funding to education by \$8.6 billion. Education Code 42605 provides school districts the flexibility to use funds from Tier Three programs to other educational programs as deemed necessary. The State of California requires the Board of Education to approve the flexibility of the categorical funding on a yearly basis.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Conduct a Public Hearing regarding implementing flexibility authorized by SBX3 4.

**Prepared by:** Reed Call, Director, Financial Services

TRACY JOINT UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT No. 97-1

PUBLIC MEETING

June 12, 2012

7:00 P.M.

District Office  
1875 W. Lowell Ave.  
Tracy, CA 95376

1. CALL TO ORDER
2. ROLL CALL - Establish Quorum
3. DISCUSSION/ACTION –
  1. Adopt Resolution No. 12-19 Levy Special Tax for Property Tax Year 2012-2013 On Community Facilities District 97-1.
  2. Approve Willdan Financial Services for Preparation of the 2012-13 Tax Roll and Reporting of Delinquencies.
4. ADJOURNMENT

*Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from Casey Goodall at (209) 830-3230 (telephone) or (209) 830-3224 (facsimile). Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.*

The Board reserves the right to take action on all items  
on the Agenda including "Discussion" items





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 29, 2012  
**SUBJECT:** Public Hearing on CIPA Compliance Requirement on the Tracy Unified School District's Computer / Website Access Filtering Process

**BACKGROUND:** K-12 schools providing Internet access and receiving E-rate funding must meet certain federal requirements in accordance with CIPA (Children's Internet Protection Act) which was signed into law on December 21, 2000. Under CIPA, a school district must certify that it is enforcing a policy of Internet safety that includes the use of Internet filtering or blocking technology.

**RATIONALE:** The District is holding a public hearing to allow parents to voice concerns and provide input regarding the District's current technology filtering system. This supports District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

**FUNDING:** Through E-rate funding, the District receives a discount rate of 71% for most telecommunications expenditures for T1 lines, fiber, local and long distance, cellular services and Internet services.

**RECOMMENDATION:** N/A.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 31, 2012  
**SUBJECT:** Conduct a Public Hearing Regarding the Instructional Minutes Waiver Application to the California Department of Education (CDE) to Extend the Instructional School Day for All First Through Third Grade Students at Poet-Christian Magnet School and All Third Grade Students at South/West Park Elementary School

**BACKGROUND:** A Public Hearing requirement is a required component for the Instructional Minutes Waiver Application to the California Department of Education (CDE). According to California Education Code all students must attend school 180 days per year. The law further indicates that a minimum number of instructional minutes be provided per grade level. When any school varies from this requirement at a grade level, it requires the approval of the Tracy Unified School Board as well as a formal waiver request to the State Board of Education. It has been past practice to offer an extended school day for all first through third graders at Poet-Christian School as well as all third grade students at South/West Park Elementary School.

**RATIONALE:** From 1997-2010 all Poet-Christian students attended school until 3:05p.m.. As a result of recent budget cuts, Poet-Christian lost a full time Art teacher and as a result for the past two school years, the first through third graders have been released from school at 2:30p.m. In order to provide equitable staffing among all four K-8 schools, the Art teacher position will be reinstated at Poet-Christian. Beginning in the 2012-2013 school year, by once again adding 35 instructional minutes to the first through third grades schedule Arts classes will be offered to all students on a daily basis. Parents and staff are overwhelmingly in favor of a longer day for students to allow for Art and Dance classes.

At Poet-Christian School the art and dance classes will provide additional support and enrichment to the curriculum being studied in the core classes. These classes support our efforts in helping students grow academically, culturally, and socially. The art and dance classes will also provide an outlet for students to express themselves artistically. When students are excited about school and the activities going on at school, they are more likely to maintain excellent attendance. Extending the instructional day by 35 minutes is necessary to be able to provide all students in first through eighth grade art and dance classes during the school day.

South/West Park Elementary School has maintained an extended day for all third grade students for several years. This extended day allows students to focus on their reading and writing. Over time the data reflects an improvement in CST scores and District assessments. Parent and teacher feedback has been positive and they prefer to stay with the longer instructional day.

South/West Park Elementary School would like to continue extending the third grade instructional minutes by dismissing students at 3:00 p.m. instead of 2:20 p.m. This will allow all students to participate in an enriched curriculum in both Music and Physical Education by a qualified certificated teacher in that subject area. South/West Park is a Title I school and extending their instructional minutes will allow the students more time for their education and closing the achievement gap. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

**FUNDING:** Not applicable.

**RECOMMENDATION:** Conduct a Public Hearing Regarding the Instructional Minutes Waiver Application to the California Department of Education (CDE) to Extend the Instructional School Day for all first through third grade students at Poet-Christian Magnet School and all third grade students at South/West Park Elementary School

**Prepared by:** Linda Dopp, Director of Alternative Programs



# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Associate Superintendent for Business Services  
**DATE:** April 27, 2012  
**SUBJECT:** Approve Assembly, Service, Business and Food Vendors

**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.

**RATIONALE:** School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

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

**RECOMMENDATIONS:** Approve Assembly, Service, Business and Food Vendors

**PREPARED BY:** Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
<b>ADDING THE FOLLOWING VENDORS FOR BOARD APPROVAL:</b>		
	Feet First Eventertainment-DJ Service, Amy Wu 510-601-0600, info@feetfirstevents.com	10/12/2013
<b>↓ APPROVED LIST BELOW BY EXPIRATION DATE ↓</b>		
214/12	PIQE-Parent Institute for Quality Education - Teresa Guerrero - 238-9496/484-8404, tguerrero@piqe.org, www.piqe.org	6/10/2012
12/14/10	David Greenberg-Author-360-560-7766. fax # 503-842-1290. authilus@teleport.com. www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2012
4/12/11	Marquis Entertainment - DJ (209) 951-1982, www.marquisentdjs.com, enmar3@yahoo.com	7/1/2012
4/12/11	Explorit Science Center - 530-756-0191, explorit@explorit.org, www.explorit.org	7/21/2012
4/12/11	LMG Attractions-Dave Tillman, DJ Services, www.lmgattractions.com, 275-0226	8/1/2012
2/14/12	CAM Counseling and More - Lettie Ordone. 640-4179, 832-1094, lordonecam@yahoo.com. Www.lordonecam.com	8/7/2012
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2012
4/12/11	John Searle - Stage Workshops, johnsearles1@aol.com, www.johnsearlesfights.com/index.shtml	8/31/2012
3/8/11	Andrew Troisen, DDS. 833-1240	9/1/2012
9/27/11	Marcel Eiland- DJ Services - 408-667-7803, maen3wera@gmail.com	9/8/2012
10/25/11	Amos Productions-DJ Services. Nicole - 1800-693-5003 or 925-449-3847. nicole@amospro.com or info@amospro.com	9/16/2012

Board Approved	Vendor	Insurance Expires
1/25/11	Sorren Bennick Productions - Power of One Anti-Bullying Program, Sorren Bennick 1-866-816-5808, sorenbenick@sorenbenick.com; To view a video clip of the show, go to www.sorenbenick.com; enter the Power of One section, click on the Principals Only field, and use the password: "impact" and the username: "impact".	9/18/2012
10/24/11	Adriana Ribeiro - After school music lessons for students, 836-4056, adriankr@prodigy.net	10/1/2012
11/8/11	Famous Allstars - tumbling lessons. Michael Campos (209) 608-2476. famousallstars@gmail.com	10/28/2012
3/8/11	Peacemakers - Paul Hall -phall@tUSD.net or Kevin James -kev4jam@sbcglobal.net	11/1/2012
12/13/11	Jumpstart Productions - Scott Greenburg Motivational speaker - (818) 785-7610, scott@scottgreenburg.com, www.scottgreenburg.com	9/24/2012
11/8/11	Fresh Entertainment - DJ/MC, Sound & Lighting Rental. Derek Mizuno 510-921-4373, derekmizuno@gmail.com	10/31/2012
8/28/07	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	12/1/2012
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2012
1/24/12	Larry Fagg - Fundraising. larryfagg@fundraisinglarryfagg.com. Student Discovery Program- 90 volunteer speakers @ high schools/college scholarship. larryfagg@sjcdiscovery.org. 408-242-2733	12/15/2012
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, Programs "Community Troupe", PEACE Signs "The Best Me", "Nightmare on Puberty ST." and "Secrets".	1/1/2013
11/9/10	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441- stephensm@pacificdentalservices.com, Cammy Harvey - harveyc@pacificdentalservices.com. www.tracysmilesdental.com.	1/1/2013

Board Approved	Vendor	Insurance Expires
8/9/11	Graphic & Wear, Steve Lewis, gicts@sbcglobal.net, steve@gicgraphicwear.com, www.gicgraphicwear.com, 723-9817	1/9/2013
12/13/11	Pegleg Entertainment DJ Services - John Lau (510) 867-0755. peglegentertainment@gmail.com, www.peglegentertainment.com	1/27/2013
5/8/12	International Printing Museum- Mark Barbour. 310-515-7166, mail@printmuseum.org, www.printmuseum.org	1/30/2013
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2013
10/11/11	Rumors Productions - Jenna Teyshak/Jon Tyner - 640-8000, jenna@rpcdj.com, www.rpcdj.com	2/1/2013
11/13/07	Ancient Artifacts- Social studies Gold Rush presentations. Lourdes Schallock-916-799-0321, info@ancientartifacts.biz, www.ancientartifacts.biz	2/5/2013
5/8/12	Jester Games - Diablo presentation. Roxanne Lynch - 310-613-0331. Roxanne@thediablofest.com. www.thediablofest.com	4/25/2013
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2013
9/13/11	Youth for Christ - Point Break Adolescent Resources. Violence Prevention Services. Contact Joan Stone in Prevention Services 830-3218.	5/1/2013
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2013
9/13/11	Athletic Perfection - Cheer Routine choreography. Jennifer Moore 609-8736, jennwhip29@hotmail.com, julie@athleticperfectioncheer.com, www.athleticperfectioncheer.com	5/14/2013
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2013
9/27/11	New Creation Bible Fellowship-Kevin James-408-595-5704, www.ncbftacy.org. Power Zone Camp	9/1/2013

Board Approved	Vendor	Insurance Expires
5/8/12	Dairy Council of CA Mobile Dairy Classroom, Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. <b>Must follow Animal Policy Guidelines AR 6163.1 - Contact Cindy Everhart.</b>	NO Charge, Tier 1
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	NO Charge, Tier 1
12/13/11	Stockton Ports Baseball By The Books - reading incentive program. Free of charge-chance to win free tickets. Margaret Sacchet-644-1900, msacchet@stocktonports.com, www.web.minorleaguebaseball.com/index.jsp?sid=t524	NO Charge, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523 or Tom Simpson 612-4222. www.getrealbehindthewheel.org	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1



Board Approved	Vendor	Insurance Expires
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not		
not permitted.		
<b>FOOD VENDORS:</b>		
OUTDOORS ONLY - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If accident spill occurs you are to provide an oil absorbent and clean properly.		
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2012
10/25/11	Mi Esperanza Taqueria - Mexican food vendor. Omar Mendoza - 832-3020. 918 Central Ave.	10/15/2012
12/8/09	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com,	12/1/2012
5/8/12	Oh My Dawgs Inc., Food Catering. Uoxina Aguirre - 836-0093, uoxina@comcast.net. www.ohmydawgs.com	10/12/2013
*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in		
Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not		



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 1, 2012  
**SUBJECT:** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

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

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A. Vendor: School Services of California  
Site: District Wide  
Item: Service Agreement for the 12/13 FY  
Services: The Business Services Division has contracted for many years with School Services of California, Incorporated. Their services are critical to budget development and implementation. In addition, their information services provide guidance on a plethora of management issues unavailable from any other sources.  
Cost: \$3,120.00 annually plus expenses  
Project Funding: Unrestricted General Fund

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B. Vendor: McArthur & Levin, LLP  
Site: Tracy Unified School District  
Item: Service Agreement for the 12/13 FY  
Services: Legal Services: Special Education, various services  
Cost: \$175.00/hr. (senior attorneys), \$160.00/hr. (junior attorneys); previous hourly rate: \$150.00/hr. (all attorney time)  
Project Funding: Risk Management/Legal Services

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C. Vendor: Kronick, Moskovitz, Tiedemann & Girard, Inc.  
Site: Tracy Unified School District  
Item: Service Agreement for the 12/13 FY  
Services: Legal Services: general education law advice and representation; including collective bargaining, litigation, property services, and developer fee services. Services will be billed on a T&M standard rate; bond counsel, complex litigation, tax services, "opinion of counsel" services, and reimbursable expenses.  
Cost: \$215.00/hr. (principal attorney); previous hourly rate: \$215.00/hr.  
Project Funding: Risk Management/Legal Services

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D. Vendor: McCormick and Barstow, LLP, Attorneys at Law  
Site: Tracy Unified School District  
Item: Service Agreement for the 12/13 FY  
Services: Legal Services: Liability/Claims & Litigation  
Cost: \$175.00/hr.; previous hourly rate: \$175.00/hr.  
Project Funding: Risk Management/Legal Services

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E. Vendor: Middleton, Young & Minney, LLP  
Site: Tracy Unified School District  
Item: Service Agreement for the 12/13 FY  
Services: Legal Services: Charter School Law, various  
Cost: \$195.00/hr.; previous hourly rate: \$185.00/hr.  
Project Funding: Risk Management/Legal Services

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F. Vendor: Seyfarth, Shaw, Fairweather & Geraldson, Attorneys  
Site: Tracy Unified School District  
Item: Service Agreement for the 12/13 FY  
Services: Legal Services: Education law, human resources, and litigation advice and representation.  
Cost: \$275.00/hr. on a blended rate; previous hourly rate: \$275.00/hr.  
Project Funding: Risk Management/Legal Services

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G. Vendor: Assad Insurance Agency, Inc.  
Site: Tracy Unified School District  
Item: Property and Liability Insurance Renewal for the 12/13 FY  
Services: Property and Liability: Liability (premises and vehicles), blanket property (buildings and contents), crime employee dishonesty, excess liability, third party administration, claims administration, Pacific Educators (available for school time student coverage), NorCal Relief School Safety Annual Inspection, Real Property Appraisal (required every five years).  
Cost (Premium): \$664,677.00 (annual); previous year's premium: \$694,646.00. Decrease for the 12/13 FY: \$29,969.00. The renewal premium is based upon Lottery ADA of \$16,579.00 from \$16,679 (11/12 FY ADA) and property values of \$372,005,270.00 from \$391,171,449.00 (11/12 FY). The District retained the SIR (Self Insured Retention) of \$50,000.00/occurrence for the 12/13 FY  
Project Funding: Risk Management/Insurance

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H. Vendor: Schindler Elevator Corporation  
Site: Tracy Unified School District  
Item: Service Agreement for the 12/13 FY  
Services: Maintenance Agreement and Emergency Communication Monitoring for elevator services at West High School (Stadium and Campus, Tracy High School (two buildings), and Kimball High (Stadium).  
Cost: Total Value < \$8,037.24  
Project Funding: Maintenance

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I. Vendor: Vavrinek, Trine, Day & Company, LLP  
Site: Tracy Unified School District  
Item: Agreement  
Services: Audit Financial statements for TUSD as of and for the year ended June 30, 2012.  
Cost: Total Value < \$44,000.00  
Project Funding: Unrestricted General Fund

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J. Vendor: Raising A Reader  
Site: STEPS Program  
Item: Licensing Agreement for Raising A Reader Program for the 12/13 FY  
Services: Implementation of the Raising A Reader Program with the STEPS program.  
Cost: \$500.00.  
Project Funding: General Fund

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K. Vendor: San Joaquin County Office of Education/San Joaquin Outdoor Education  
Site: Art Freiler, Monte Vista Middle School, George Kelly and Williams Middle School  
Item: Agreement for the Provision of San Joaquin Outdoor School Program for the 12/13 FY  
Services: Science Camp location including meals, snacks, lodging, program supplies, trained naturalists and transportation.  
Cost: \$265.00/per pupil  
Project Funding: Fundraising

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L. Vendor: All City Management Services  
Site: Bohn School  
Item: Agreement for the 12/13 FY.  
Services: Crossing guard services.  
Cost: \$14.04 per hour and shall not exceed \$7,582.00.  
Project Funding: General Fund

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M. Vendor: Kontraband Interdiction & Detection Services, Inc. (K.I.D.S.)  
Site: All Sites  
Item: Agreement for the 12/13 FY  
Services: Agreement for substance awareness, consulting and detection services.  
Cost: \$365.00 per team for a minimum of 24 full day visits.  
Project Funding: General Fund

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N. Vendor: University of California, Berkeley School of Optometry  
Site: All K-5 Sites  
Item: Agreement for the 12/13 FY  
Services: Modified clinical technique vision screening, per state mandate, stands, retinoscopy, ophthalmoscopy, cover tests Snellen/E acuity and color vision on males only.  
Cost: \$3.25 per student, not to exceed a total of \$9,700.00.  
Project Funding: Health Services

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O.	Vendor:	Stanislaus County Superintendent of Schools, California ("SCOE")
	Site:	All K-5 Sites
	Item:	Agreement for the 12/13 FY
	Services:	Hearing conservation services for the 2012-13 school year
	Cost:	\$4.14 per student/child, or \$8.51 per student/child in a wheel chair or that otherwise cannot enter the van. In addition, SCOE will receive mileage at the IRS standard mileage rate per diem rate at the time of service for travel as measured by the mileage between SCOE and the site where services are provided.
	Project Funding:	Health Services
P.	Vendor:	School Improvement Network
	Site:	All K-5 Sites
	Item:	PD 360 and Observation 360 Purchase and Pricing Agreement for the 12/13 FY
	Services:	A web-based, on-demand professional learning resource.
	Cost:	\$1,225.00.
	Project Funding:	Education Services
Q.	Vendor:	Vavrinek, Trine, Day & Co., LLP
	Site:	Tracy School Facilities Financing Authority (JPA) (Measure S Bonds)
	Item:	Contract
	Services:	Audit firm to provide audited financial statements of the Tracy School Facilities Financing Authority (JPA) for the year ended June 30, 2012. Contract may be extended on a year to year basis.
	Cost:	\$2,500 for YE 6/30/12; \$2,600 for YE 6/30/13; \$2,700 for YE 6/30/14; \$2,800 for YE 6/30/15
	Project Funding:	General Fund Facilities Funding
R.	Vendor:	Wilson Architecture, Inc.
	Site:	Monte Vista
	Item:	Proposal/Agreement
	Services:	Architect to provide baseball field design and construction documents.
	Cost:	\$13,100.00; plus reimbursable costs
	Project Funding:	General Fund
S.	Vendor:	Aquatic Design Group.
	Site:	Kimball High School
	Item:	Proposal
	Services:	Consultant to provide design and engineering services as required for the replacement of the swimming pool heaters at Kimball High School.
	Cost:	\$10,500.00; plus reimbursable costs
	Project Funding:	General Fund



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 1, 2012  
**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**

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A. Vendor:	Presido
Site:	Multiple Schools – MDF/IDF Safety/Security Project
Item:	Quote - WSCA
Services:	Cisco ISE Equipment, Licenses and Professional Services – District-Wide
Cost:	\$79,291.18
Project Funding:	Measure S Bond Funds

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B. Vendor:	Symantec Corporation
Site:	Multiple Schools – MDF/IDF Safety/Security Project
Item:	Quote
Services:	SSL Certificates for Identify Based Networking – District-Wide
Cost:	\$7,282.00
Project Funding:	Measure S Bond Funds

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C. Vendor:	Presido
Site:	District Education Center – Server Project
Item:	Quote - WSCA
Services:	Provide professional services for SPS2010 Virtualization Services
Cost:	\$18,000.00
Project Funding:	Measure S Bond Funds

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D. Vendor:	Presido
Site:	District Education Center – Server Project
Item:	Quote - WSCA
Services:	Provide professional services for SPS2010 SAN Services
Cost:	\$6,525.00
Project Funding:	Measure S Bond Funds

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E. Vendor:	RGM & Associates
Site:	West High School – MDF/IDF HVAC
Item:	Agreement - Ratify
Services:	Construction Management services with regard to placing new air conditioning units in the MDF rooms on campus.
Cost:	\$3,000.00 – Not to Exceed
Project Funding:	Measure S Bond Funds

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# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 1, 2012  
**SUBJECT:** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

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

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

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

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

<p>A. Vendor: Site: Item: Services:  Cost: Project Funding:</p>	<p>Hazard Management Services, Inc. Tracy High School – Stadium Renovation Agreement Contractor to provide monitoring and air sampling services for the abatement and lead remediation project being done for the Tracy High School Stadium project. \$7,500.00 Estimated Cost Measure E Bond Funds and State School Building Fund (SSBF)</p>
<p>B. Vendor: Site: Item: Services: Cost: Project Funding:</p>	<p>Charles Walker Inspection Services Tracy High School – Stadium Renovation Agreement DSA Inspection services for the New Stadium at Tracy High School. \$13,000.00 per month NTE; \$75 per hour/8 hrs. per day + reimbursables Measure E Bond Funds and SSBF</p>
<p>C. Vendor: Site: Item: Services:  Cost: Project Funding:</p>	<p>Hazard Management Services Tracy High School – Main Gym Proposal - Ratify Contractor to inspect for any and all layers of the current roofing for asbestos content. \$500.00 Measure E Bond Funds and SSBF</p>
<p>D. Vendor: Site: Item: Services:  Cost: Project Funding:</p>	<p>RGM &amp; Associates Tracy High School – Main Gym Agreement Construction Management services for the roof replacement project on the Tracy High School main gym. \$3,000.00 Not To Exceed Measure E Bond Funds and SSBF</p>
<p>E. Vendor: Site: Item: Services:  Cost: Project Funding:</p>	<p>AMTECH Building Sciences, Inc. Tracy High School – Main Gym Proposal Consultant to provide surveying existing roof conditions, pre-construction services as well as site observations throughout the project. \$20,475.00 Measure E Bond Funds and SSBF</p>
<p>F. Vendor: Site: Item: Services:  Cost: Project Funding:</p>	<p>Lowest Responsible Bidder Tracy High School – Main Gym Agreement Contractor to provide and install new roofing system on the main gym at Tracy High School. To Be Determined by the Lowest Responsible Bidder Provided Measure E Bond Funds and SSBF</p>

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G. Vendor:	F&H Construction
Site:	West High School Performing Arts Center
Item:	Notice of Completion
Services:	Lease-leaseback contractor constructed the new performing arts center at West High School.
Cost:	\$3,746,494.00 Change Orders: \$83,721.62 Credit Total Contract: \$3,662,772.38
Project Funding:	Measure E Bond Funds and SSBF

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# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 1, 2012  
**SUBJECT:** Accept the Generous Donations from the Various Individuals, Business, and School Site Parent Teacher Organizations Listed Herein With Thanks and Appreciation from the Staff 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:

George Kelly Elementary School:

1. Tracy Unified School District/Kelly Elementary School: From the Parent Teacher Organization in the amount of \$800 (ch. #5305). This donation will be used to pay bus invoices for the 2011/2012 school year.
2. Tracy Unified School District/Kelly Elementary School: From the Parent Teacher Organization in the amount of \$700.00 (ch. #5264). This donation will be used to pay bus invoices for the 2011/2012 school year.

Tracy High School:

1. Tracy Unified School District/Tracy High Dive Team: From the Tracy High Athletic Booster Club in the amount of \$1,819.00 (ch. #1495). This donation will be used by the Dive Team at Tracy High School.

Williams Middle School:

1. Tracy Unified School District/Williams Middle School physical education: From PAWSS (Williams' Parent Club) in the amount of \$981.53 (ch. #1025). This donation will be used for PE equipment.

**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 or

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, the Maintenance and Operations, and/or the Facilities Development Department 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 organizations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District

Prepared by: Casey Goodall, Associate Superintendent for Business Services



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 31, 2012  
**SUBJECT:** Receive Peer Assistance and Review Annual Report for the 2011-2012 School Year

**BACKGROUND:** Pursuant to Article XXXVI, Peer Assistance and Review (PAR), in the Master Agreement between the Tracy Unified School District and Tracy Educators Association, the Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. There were five (5) teachers activated as Consulting Teachers for the 2011-2012 school year to assist four (4) voluntary Participating Teachers and one (1) mandatory Participating Teacher.

**RATIONALE:** Teachers referred to or who volunteer for the PAR Program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance. Pursuant to Article XXXVI, the Joint Panel is required to submit an annual report to the Governing Board regarding the Program's impact. The attached Annual Report from the Joint Panel includes data provided by the Consulting Teachers.

This agenda item meets District Goal #6: Develop and support a high performing work force.

**FUNDING:** Expenses for the Peer Assistance and Review (PAR) Program are funded by the PAR account.

**RECOMMENDATION:** Receive Peer Assistance and Review Annual Report for the 2011-2012 School Year

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

## **PEER ASSISTANCE AND REVIEW PROGRAM 2011-2012 Annual Report**

### **Referred Participants:**

The Joint Committee received one referral for a mandatory participant. This participant worked the entire year with the Consulting Teacher and will continue in PAR for the 2012-2013 school year.

### **Voluntary Participants:**

One voluntary participant from the 2010-2011 school year continued in the program this year. This participant demonstrated improvement as reported by the Consulting Teacher. This teacher has now completed the maximum allowable time in the Program. The Joint Committee also received voluntary requests for Peer Assistance from three additional permanent teachers. Two of these worked the entire year with their Consulting Teachers. They will continue in PAR for the 2012-2013 school year. One of the voluntary participants entered the program mid-year, worked with the Consulting Teacher, and has opted to not continue.

### **Consulting Teachers/Trainers:**

The Joint Committee recruited and increased the pool of Consulting Teachers to thirteen (13). Five (5) were trained and assigned to deliver Peer Assistance. Individual peer assistance was provided to two (2) elementary teachers, two (2) middle school teachers, and one (1) high school teacher.

### **Topics/Activities Covered in the Peer Assistance Program (PAR):**

During the 2011-2012 school year, Consulting Teachers received additional training in coaching and spent time collaborating with other Consulting Teachers. The strategies and ideas gleaned during this training were employed on an individual basis with each Participating Teacher.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the Beginning Teacher Support and Assessment Program (BTSA). Per the Master Agreement, the previous year's revenue monies not used by the PAR Program will be used in the BTSA Program during the following year.

### **Recommendations:**

For the 2012-2013 school year, the Joint Panel recommends:

- All active Consulting Teachers continue to work with their Participating Teachers who have volunteered for PAR for the 2012-2013 school year. It is important that the Consulting Teachers work with their Participating Teachers *before school starts* in order to set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students. The Participating Teachers will be compensated for this time.
- Consulting Teachers continue to provide the Joint Committee with monthly reports on progress and recommendations for Participating Teachers.

- Training and resources be provided to Consulting Teachers based on requests from the Consulting Teachers. This may include meetings and discussions with the other Consulting Teachers.
- Continue to transfer unexpended PAR money to the BTSA Program.
- Site Administrators be reminded that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year.





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 31, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Counseling and More (CAM): The Parent Project to Provide Training for Parents at Monte Vista Middle School for the 2012-2013 School Year.

**BACKGROUND:** In the on-going endeavor to improve student achievement and to involve parents in the development of their children, Monte Vista Middle School plans to participate and provide professional training for our parents to assist them with strategies to help their children be more successful in school. Monte Vista Middle School has provided parent education through the Parent Institute for Quality Education (PIQE) in the past. Our parents evaluated the program as informative and meaningful for them and felt that they would also benefit from parenting classes to help parents navigate the teen years of their children. Counseling and More (CAM): The Parent Project provides training for parents of challenging teens and soon-to-be teens. The program teaches concrete identification prevention, and intervention strategies to help parents with their children. In addition, the program has already experienced success at other TUSD schools.

**RATIONALE:** The Parent Project is designed to develop skills and techniques which will enable parents to address the developmental and behavioral needs of their pre-teen and teen-aged children. Since it has been successful at other sites, the members of the Monte Vista Leadership Team and the Parent Teacher Group requested that the program be introduced for our parents, and this supports the site goal for increasing parent involvement in our children's' education. This request supports the District Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** This training will be paid from the site categorical Title 1 funding. The school site will pay \$4565.00 for 12 sessions. Additionally, childcare for the families will be covered by the site.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Counseling and More (CAM): The Parent Project to Provide Training for Parents at Monte Vista Middle School for the 2012-2013 School Year.

**PREPARED BY:** Susan O'Hara-Jones, Principal, Monte Vista Middle School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a twelve week educational training program for parents of students enrolled at Monte Vista Middle School which will focus on developing and enhancing techniques to enable parents to manage teen behavior at home.
2. Contractor will provide the ~~above services(s)~~, as outlined in Paragraph 1, for a period of up to a total of twelve ( 12 ) HOURS/DAYS (circle one), under the terms of this agreement at the following location: Monte Vista Middle School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$4565.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ \$4565.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ X ] MONTHLY PROGRESS BASIS, [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 13, 2012, and shall terminate on May 31, 2013.
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, Susan O'Hara-Jones at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

Send all copies to the Business Office:

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE :** May 15, 2012  
**SUBJECT:** Approve 2012-2013 Preliminary School Plans and Site Categorical Budgets for 2012-2013

**BACKGROUND:** Each school site is required to develop a school plan which evaluates the progress toward meeting the goals for that year, establishes goals for the following year, and develops a budget to support the successful implementation of the goals. Each school has submitted a Preliminary School Site Plan for 2012-2013 which indicates the activities to be funded with categorical funds. The first step in the school plan process is the development and submission of a preliminary budget to the Board for approval. Much of the evaluation of this year's goals and the possible need to refine next year's goals is based upon assessment data that is not yet available to the sites; therefore, sites will be submitting a detailed School Plan in the Fall. This will include an analysis of their 2011-2012 assessment data including District Assessments and the STAR results. Based upon an analysis of the data, there may be some modifications to the school goals and budgets contained in this proposed budget. Schools will be presenting modified budgets with their school plan submitted in the Fall of 2012.

**RATIONALE:** State law requires local Governing Board approval of budgets prior to the spending of funds. This supports District Goal #1: Prepare all students for college and careers; Goal # 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and Goal # 5: Continuously improve fiscal, facilities and operational processes.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve 2012-2013 Preliminary School Plans and Site Categorical Budgets for 2012-2013

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services & Human Resources  
**DATE:** May 25, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Younglight Foundation for August 9, 2012 Inservice on Best Practices Vocabulary Development with follow-up on September 24, 2012.

**BACKGROUND:** North School has a large population of English Learners (41%) and also a high percentage of students who are socioeconomically disadvantaged (79%). Both of these groups share the characteristic of limited vocabulary. The Best Practices Vocabulary Development program published by Younglight Educate has been used successfully in other districts and has resulted in increased student achievement, particularly with students who are English Learners or socioeconomically disadvantaged.

**RATIONALE:** An essential component of implementing this supplementary vocabulary program is to provide professional development to teachers on the strategies used in the program. The author of this program, Linda Ventriglia, provides this training. The initial training will be held at North School on August 9, 2012. Following the initial training and after teachers have had an opportunity to use the program, Dr. Ventriglia will conduct a follow-up which includes classroom visits to observe the teachers using the program and then additional inservice to address needs identified by teachers or in the observations. This follow-up day will be held on September 24, 2012. This supports Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

**FUNDING:** \$2000 paid by North School's EIA funds

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Younglight Foundation for August 9, 2012 Inservice on Best Practices Vocabulary Development with follow-up on September 24, 2012.

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

# 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 Dr. Linda Ventriglia, Younglight Foundation, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 1 day inservice on Best Practices Vocabulary Development on August 9, 2012 plus 1 day follow-up on September 24, 2012.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 Days(s) (circle one), under the terms of this agreement at the following location North Elementary School, Tracy Unified School District
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$2000 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 2000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ☐ ] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 9, 2012, and shall terminate on September 30, 2012
5. This agreement may be terminated at any time during the term by either party upon 30 day's written notice.
6. Contractor shall contact the District's designee, Dr. Sheila Harrison at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

May 25, 2012

\_\_\_\_\_  
Date

Dr. Linda Ventriglia, Younglight Foundation

\_\_\_\_\_  
Title

2756 Land Park Drive

\_\_\_\_\_  
Address

Sacramento, CA 95818

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

\_\_\_\_\_  
Date

Associate Superintendent of Business

\_\_\_\_\_  
Title

01-7090-0-1110-1000-5800-340-3504 (North School EIA)

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

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

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

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

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

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

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr. Sheila Harrison~~, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 30, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy for the 2012-13 School Year

**BACKGROUND:** The Boys & Girls Club of Tracy has been providing after school services in the community at school sites for 20 years. North Side Tracy is identified as an area of need due to juvenile activities associated with unauthorized groups. North School was awarded After School Education and Safety (ASES) and 21st Century Community Learning Centers (CCLC) grants. For the last four years, the Boys & Girls Club of Tracy has been operating an after school program at North School. Due to the success of the program, we wish to continue our association with the Boys & Girls Club at North School as they can provide after school services the regular school program cannot.

**RATIONALE:** Students and parents have made it clear that they want after school activities and they want them on the school campus. Students are bombarded with peer social issues from bullying to stealing. When they have no safe place to go or positive activity to associate with student academics, behavior manifests itself in a negative manner. We must first provide a safe environment where students can learn so that they can discover and develop their full potential. Budget cuts have adversely affected after school activities. Our partnership with the Boys & Girls Club of Tracy provides a wealth of after school activities that are positive, team building, and community oriented. This supports Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed. Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** Not to exceed \$40,000. Paid from Categorical Funds – Site Title 1, \$20,000.00 and EIA, \$20,000.00

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the Boys & Girls Clubs of Tracy for the 2012-13 School Year

**Prepared by:** Frederick A. Medina, Principal, North School



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Boys & Girls Club of Tracy, 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: Manage and Operate North School's After School Program
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \$40,000 ( N/A ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location North School, 2875 Holly Drive, Tracy Ca 95376
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ N/A per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 40,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
  - c. District shall make payment on a [ 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 August 13, 2012, and shall terminate on May 31, 2013.
5. This agreement may be terminated at any time during the term by either party upon N/A day's written notice.
6. Contractor shall contact the District's designee, Frederick Medina at (209) 830-3350 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)

May 30, 2012

Date

Executive Director

Title

753 W. Lowell Ave

Address

Tracy, CA 95376

Boys+Girls Clubs of Tracy

Tracy Unified School District

Date

Title

01-3010-0-1110-1000-5800-350-3504 \$20,000.00

01-7090-0-1110-1000-5800-350-3504 \$20,000.00

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 30, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Peacemakers Resources for Intervention Services for the 2012'– 2013 School Year

**BACKGROUND:** North School had a 50% suspension rate as reported in the Schools Accountability Report Card (SARC). Families struggle economically with over 65% of students on free or reduced lunch. As families struggle, the ramifications are seen in the behavior of our students. Multiple families living together, part time employment, and the need for social assistance from agencies like Healthy Connections, has manifested itself through student misbehavior.

**RATIONALE:** Peacemakers Adolescent and Parent Resources offers group awareness counseling, tools for conflict management, on-site gang intervention services, tutoring, parent education, and resource outreach. Peacemakers counseling has supported North School students and families in the past year. As a result, there has been a reduction in suspensions and an increase in parent involvement. This program offers benefits to the entire school community. This supports Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning and Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** Fees for services are \$12 per hour for a total of 1500 hours for the school year. The total expected cost for the 2012 - 2013 school year is \$18,000. The fees will be paid through Categorical Funds, Title I: \$8,000 and EIA: \$10, 000.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Peacemakers Resources for Intervention Services for the 2012 – 2013 School Year

**Prepared by:** Frederick A. Medina, Principal, North School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: (1) Host Anger Management Classes from 1:30 pm - 2:30 pm as needed on a weekly basis. (2) Coordinate tutors and work with Boys & Girls Club After School Program. Assist with conflict management, parent education and outreach.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1,500 ( ☒ ) HOURS DAY (s) (circle one), under the terms of this agreement at the following location North School.

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

a. District shall pay \$12.00 per HOUR DAY / FLAT RATE (circle one), not to exceed a total of \$18,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [ ☐ ] SHALL; [ ☒ ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.

c. District shall make payment on a [ ☒ ] MONTHLY PROGRESS BASIS, [ ☐ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 13, 2012, and shall terminate on May 31, 2013.

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

6. Contractor shall contact the District's designee, Frederick Medina at ( 209 ) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

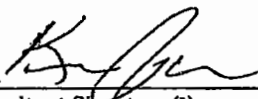
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused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

Regional Coordinator  
Title

3081 Tanager St.  
Address

San Leandro, CA 94577

note: pre-Approved Vendor

Tracy Unified School District

Date

01-3010-0-1110-1000-5800-340-3504 \$ 8,000.00  
01-7090-0-1110-1000-5800-340-3504 \$10,000.00

Account Number to be Charged:

Department/Site Approval

Budget Approval

Date Approved by the Board

Send all copies to the Business Office:

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

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 22, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling and Other Services

**BACKGROUND:** The Prevention Services Office coordinates the Student Assistant Program (SAP) which includes prevention and early intervention services, mandatory counseling for substance abuse violations, anger management counseling, unauthorized group awareness counseling and individual on-site gang intervention. Every year, over 200 students are mandated to attend one of our intervention group counseling programs. Over 100 students are seen for individual counseling during the school year.

**RATIONALE:** Students suspended or expelled for substance abuse violations, fighting and/or gang involvement are frequently mandated to attend counseling. Point Break Adolescent Resources offers a variety of services including substance abuse counseling, anger management counseling, unauthorized group awareness counseling, on-site gang intervention services, middle school life skills counseling and individual counseling and support. This supports Strategic Goal #1: Prepare all students for college and careers, Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** Fees for services are \$1200 per month. The total expected cost for 2012/2013 school year is \$11,400 as the services will begin mid-August. The fees for counseling services will be paid through MAA Funds. All Point Break Workshops and Assemblies are provided at no additional cost to the District.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Point Break Adolescent Resources for Counseling and Other 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 Resources, 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 individual and group counseling for students referred through the District Disciplinary Review Board or Site Administration for mandatory substance abuse counseling, anger management counseling, gang awareness and intervention services, individual counseling, workshops and assemblies 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 9 months and 3 weeks Months/Weeks (circle one), under the terms of this agreement at the following location District office and school sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$1200 per HOUR/DAY/FLAT RATE/MONTH (circle one), not to exceed a total of \$11,400.00. 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 \$ N/A for the term of this agreement.
  - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS, ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 13, 2012, and shall terminate on May 31, 2013.
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)

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

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

\_\_\_\_\_  
Date

Executive Director

Title

1102 N. School Ave.

Address

\_\_\_\_\_  
Account Number to be Charged:  
01-0000-0-1110-2100-5800-800-2402

Prevention Services Office  
Department/Site Approval

Stockton, Ca. 95205

Joan E. McCready  
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.





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 15, 2012  
**SUBJECT:** Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant

**BACKGROUND:** TUSD has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued and/or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components, all of which are free to participants, include: high-quality preschool for approximately 72 students; child and adult literacy activities; kindergarten transition programs during the spring and summer; parent education and involvement opportunities; and articulation between early childhood and elementary school programs.

**RATIONALE:** Approving the contract for Building Literacy Together will allow the District to continue to provide services to children ages zero to five, their parents, as well as early care and education providers in Tracy. Building Literacy Together helps prepare children and families for the transition into elementary school and builds children's school readiness skills by increasing access to preschool; supporting adult/child literacy; providing transition programs for incoming kindergarten students; offering community-based parent education programs; and promoting articulation between preschool and elementary schools. This aligns with Strategic Goal 1: Prepare all students for college and careers; and Strategic Goal 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the student subgroups is closed.

**FUNDING:** There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$554,952 for the period July 1, 2012 to June 30, 2013.

**RECOMMENDATION:** Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant

**Prepared by:** Ms. Brandi Harrold, School Readiness Program Specialist



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~XX~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 15, 2012  
**SUBJECT:** Approve the Winter 2011-2012 Consolidated Application for the Tracy Unified School District

**BACKGROUND:** Each year, the District is required to submit to the State Department of Education a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally-funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners), and State-funded programs including Economic Impact Aid (EIA). The Winter 2011-2012 Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Site Plans containing specific goals, programs, and budgets are submitted to the School Board for approval.

**RATIONALE:** This year, the CDE has implemented a new reporting program, Consolidated Application Reporting System (CARS). Implementation of this program delayed the reporting period until May 1, 2012. State law requires local Governing Board approval. This agenda item supports District Goal # 1: Prepare all students for college and careers, Goal # 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed; and Goal # 5: Continuously improve fiscal, facilities and operational processes; and Goal # 7: Develop and utilize partnerships to achieve District goals. The Winter 2011-2012 Consolidated Application form is under separate cover.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve the Winter 2011-2012 Consolidated Application for the Tracy Unified School District

**Prepared by:** Linda Dopp, Director of Alternative Programs



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~W~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
and Human Resources  
**DATE:** May 31, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services Between DataWORKS and Monte Vista Middle School to Provide Professional Staff Development Services in the Areas of Explicit Direct Instruction, Lesson Design and Coaching Throughout the 2012-2013 School Year.

**BACKGROUND:** In the on-going endeavor to improve student achievement, Monte Vista Middle School plans to participate in professional development training using categorical funds. Our staff is committed to continue to improve teacher quality and instruction and to close the achievement gap. While our API scores have improved overall, NCLB expectations have increased substantially so that in order to meet the challenge, both our staff and our students can only continue to improve their accomplishments if the staff maintains their professional development in effective lesson planning and delivery development for all students. After discussions with staff, the Site Leadership Team and the School Site Council, we determined that all students would benefit if the staff receive specific training from DataWORKS. This group was selected because of their record of success at schools in TUSD.

**RATIONALE:** In order to continue to improve the academic achievement of the students at Monte Vista Middle School we would like to have DataWORKS provide us with one all-day workshop for the MVMS teachers in the area of curriculum lesson design and effective delivery. In addition, DataWORKS will provide Explicit Direct Instruction training to both Language Arts and Science teachers; lesson design training and demonstration, as well as coaching services for teachers throughout the school year. Our staff is committed to continue to improve teacher quality and instruction and close the achievement gap, and the outcome of this training will result in the enhancement of effective teaching skills for all staff. This request supports District Strategic Goal #1: Prepare all students for college and careers and Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

**FUNDING:** This training will be paid from Title 1- Staff Development categorical funds. The total amount paid to DataWORKS will not exceed \$49,319.40.

**RECOMMENDATION:** Approve Agreement for Special Contract Services between DataWORKS and Monte Vista Middle School to provide professional staff development services in the areas of Explicit Direct Instruction, lesson design and coaching throughout the 2012-2013 school year.

**Prepared by:** Susan O'Hara-Jones, Principal, Monte Vista Middle School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: provide professional staff development services for teachers Monte Vista Middle School in the areas of Explicit Direct Instruction, lesson design and coaching throughout the 2012-2013 School Year.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of thirteen (13) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Monte Vista Middle School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$49,319.40 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ \$49,319.40 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ☐ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ ☐ ] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 8, 2012, and shall terminate on May 30, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Susan O'Hara- Jones at ( 209 ) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

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

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Department/Site Approval

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

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

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

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

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 15, 2012  
**SUBJECT:** Approve Overnight Travel for Kimball High School Cheerleaders to Attend the National Cheerleaders Association (NCA) Camp at Sonoma State University in Rohnert Park, CA on July 12-15, 2012.

**BACKGROUND:** The Kimball High Cheerleaders have been invited to attend a Cheerleading camp at Sonoma State University in Rohnert Park, CA on July 12-15, 2012. At the camp, they will learn new techniques, routines, compete in different competitions and be able to bond as a team. Forty (40) students, (1) advisor, and two (2) assistant coaches will attend this event. They will travel to Rohnert Park, CA on the morning of July 12 and return on Monday, July 15. Parents will drive their own child to and from the event. Student, advisor and assistant coaches will be staying in the Sonoma State dorms. Supervision will be provided by the advisor, coaches, and National Cheerleader Association (NCA) Camp event staff.

**RATIONALE:** The Kimball High School Cheerleaders have worked hard to be able to attend this camp. It is a great opportunity to represent Kimball High School, as well as the City of Tracy at the camp where they will demonstrate their team dynamics. They will also have an opportunity to meet and interact with cheerleaders from other parts California. This meets Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** There will be no cost to the District. The total cost per member will be \$389.00, which includes camp fees, lodging, meals and transportation. Funding for this trip will be paid by parent support and donations by the students participating in this camp. Fundraiser(s) will be available to pay for those students who are unable to fund their own trip.

**RECOMMENDATION:** Approve Overnight Travel for Kimball High School Cheerleaders to Attend the National Cheerleaders Association (NCA) Camp at Sonoma State University in Rohnert Park, CA on July 12-15, 2012.

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

To: Whom this may concern

As the coach of the Kimball High cheerleaders I am asking for approval for my girls to attend cheer camp. I do understand that the funds are not all there yet. The girls are to make a payment on May 10<sup>th</sup> and June 1st, 2012 to pay for camp. I do understand that if the funds are not there by the time we are to go that my girls will not be able to attend cheer camp. Please take this into consideration when approving our trip.

Thank you,

Breanna Granillo Galicia



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 31, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Project GLAD Tier 1 to Provide Teacher Training Throughout the 2012-2013 School Year

**BACKGROUND:** Project GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement, and cross-cultural skills. Project GLAD was developed and field tested for nine years and is based on years of experience with integrated approaches for teaching language. Tied to standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum.

**RATIONALE:** South West Park Elementary and North School are fortunate to have well established preschool programs which provide a good introduction to the world of school. Both of these school sites reflect the population of Tracy today. Many of our youngest learners need support in English language development. During the 2012-2013 school year teachers of preschool, Transitional Kindergarten and Kindergarten at North and South/West Park will be provided professional development in Project GLAD. This is an instructional model with clear, practical strategies promoting positive, effective interactions among students and between teachers and students. Project GLAD develops metacognitive use of high level, academic language and literacy. During the staff development, teachers are provided with the instructional strategies, the theory and research that support the model and the curriculum model that brings these all together in the context of district and state frameworks and standards. The second part of the training is a demonstration session in the classroom where the model is conducted with students.

Project GLAD is a research-based approach which has been recommended by the California State Superintendent of Schools for teachers of English learners. It is also highlighted as a California Department of Education "Best Practices" program for Title III Professional Development funding. This supports District Strategic Goal # 1: Prepare all students for college and careers and Strategic Goal # 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

**FUNDING:** This contract with Project GLAD Tier 1 will not exceed \$20,758.33 which will be paid with Categorical Funds for Staff Development – Title III.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Project GLAD Tier 1 to Provide Teacher Training Throughout the 2012-2013 School Year

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



# 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 Project GLAD Training Model Consultants, 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: train primary grade teachers to modify delivery of instruction to promote language acquisition and academic literacy, scaffolded research based strategies, modeling lessons and provide time for teachers to collaborate on designing lessons utilizing GLAD strategies.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 7 days and 4 – 2.5 hours after school under the terms of this agreement at the following location Tracy Unified School District.

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

a. District shall pay \$20,758.33 FLAT RATE (not to exceed a total of \$20,758.33). 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 upon **completion of each training series** 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 6, 2012, and shall terminate on May 31, 2013.

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

6. Contractor shall contact the District's designee, Linda Dopp at ( 209 ) 830-3200 ext. 1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**Tracy Unified School District**

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Tracy Unified School District

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Date

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Account Number to be Charged:

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Department/Site Approval

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Budget Approval

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Date Approved by the Board

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

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- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *ASH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 25, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Pacific Educational Group to Hire Glenn Singleton and Associates to Provide Staff Development and Consultation Services to the District Management Team on August 3, 2012.

**BACKGROUND:** The Superintendent's Diversity Training Advisory Committee and District Diversity and Equity Steering Committee have recommended Diversity and Equity Training for staff in the District. Over the past four years, there has been a well-defined strategic process for training administrators and District staff on diversity and equity issues. In an effort to continue to move this training forward Tracy Unified has contracted with the Pacific Educational Group to provide one-day training on creating culturally relevant schools and classrooms on Friday, August 3, 2012 for all members of the District Management Team. In order to continue this work, it is important to bring a recognized expert in this field to provide training for staff. The District Diversity and Equity Steering Committee recommends that Glenn Singleton and Associates of Pacific Educational Group be hired to provide this training.

**RATIONALE:** Throughout the 2011-2012 school year, the District Executive Leadership Team (DELT) participated in four interactive training days which focused on issues of diversity and equity and the role they play in impacting the academic achievement of students and to continue to move forward with efforts to close the achievement gap. All District Management Team leaders participated in 3 LEADS training days during the school year to become aware of their level of cultural competency and the impact it has on the students they work with. In an effort to continue to support and challenge participants' thinking about the role of leadership in creating culturally relevant environments, it is important to offer the next training, LEADS # 4, at the beginning of the new school year. This training day will take place on the second day of the District Management Retreat on Friday, August 3, 2012. This agenda item meets District Goal # 2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, and Goal # 6: Develop and support a high performing workforce.

**FUNDING:** This Special Services Contract with Pacific Educational Group will not exceed \$5,700.00, which will be paid with Categorical Funds for Staff Development – Title III.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Pacific Educational Group to Hire Glenn Singleton and Associates to Provide Staff Development and Consultation Services to the District Management Team on August 3, 2012.

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

# 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 Pacific Educational Group, 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 one (1) full day LEADS Seminar #4 to TUSD Management Personnel designed to support and challenge participants' thinking about the role of leadership in creating culturally relevant environments.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 ( ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location TUSD District Education Center.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$5700. per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$5700. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 3, 2012, and shall terminate on August 3, 2012.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Linda Dopp at ( 209 ) 830-3200 ext.1050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**Tracy Unified School District**

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Tracy Unified School District

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Date

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Account Number to be Charged:

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Department/Site Approval

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Budget Approval

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

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

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

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# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 30, 2012  
**SUBJECT:** Approve the South/West Park State Preschool Self-Evaluation Annual Report for the 2011/12 School Year

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

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

**FUNDING:** Not Applicable

**RECOMMENDATION:** Approve the South/West Park State Preschool Self-Evaluation Annual Report for the 2011/12 School Year

**Prepared by:** Ramona Soto-Barajas, Principal, South/West Park Elementary School

### Program Self-Evaluation Annual Report

<b>Contractor's Legal Name</b> Tracy Joint Unified School District/ South/West Park			
<b>Vendor Number</b> 7549		<input type="checkbox"/> Cal-SAFE CDS Code	
<b>Contract and Age</b> 3-5 years old	<input checked="" type="checkbox"/> CSPP <input type="checkbox"/> CCTR – (Infant/Toddler) <input type="checkbox"/> CCTR – (School Age) <input type="checkbox"/> Education Network (Infant/Toddler) <input type="checkbox"/> Education Network (Preschool) <input type="checkbox"/> CHAN <input type="checkbox"/> CMIG - (Infant/Toddler) <input type="checkbox"/> CMIG - (Preschool)		
<b>Date Program Self-Evaluation Completed</b>			
<b>Number of Classrooms</b>	two	<b>Number of Family Child Care Homes</b>	
<b>Describe the Program Self-Evaluation Process (Note: This area expands as necessary.)</b>			
<p>The self-evaluation process was conducted through observation of both indoor and outdoor activities and interviewing parents and staff. The Early Childhood Environmental Rating Scale (ECERS), Desired Results Parent Surveys, and Desired Results Developmental Profile summaries were used to conduct the evaluation. Starting in October, 2011, the parents were trained on the use of the ECERS instrument through reviewing the video and ECERS books (English and Spanish). The parents and the Director compiled the results of all the observations and identified areas needing improvement. The self-study consisted of 6 parents, 2 teachers, and the director.</p> <p>During the first parent conference (November, 2011), the two teachers familiarized the parents with the DRDP instrument for their individual child. Areas of strengths and weaknesses for each child were shared with the parents. The teachers completed the DRDP Group Summary sheet for each class. The Director met with the teachers to identify key findings. Utilizing the Preschool Foundations and the Preschool Curriculum Guide, throughout the school year, the teachers planned activities to address areas of weakness.</p> <p>During the second parent conference (April, May, 2012) the teachers shared the individual student profiles with the parents. The progress of each child was noted. The teachers and the Director identified key findings from the DRDP group data summary to target for next year (2012-2013).</p>			

On May 23, 2012, a meeting was held with the Preschool Parent Advisory Council. Parents from both classrooms were invited to this meeting. The director shared the DRDP group data summary sheets for each classroom with the parents. The key findings for purposes of this report were shared. The parents shared that they were very pleased with the progress their children had made.

<b>A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.</b>	<b>Date</b> <b>June 12, 2012</b>
<b>A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.</b>	<b>Date</b> <b>May 30, 2012</b>
<b>A copy of the Program Self-Evaluation will be/has been presented to parents.</b>	<b>Date</b> <b>May 30, 2012</b>



**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name:</b> TUSD/ South/West Park Elementary	
<b>Contract Type, Education Network, and/or Cal-SAFE CSPP</b>	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool – 3-5 years old
<b>Planning Date</b> April 22, 2012	<b>Lead Planner's Name and Position</b> Dora L. Contreras - Director
<b>Follow-up Date(s)</b> May 23, 2012	<b>Lead Planner's Name and Position</b> Delia Rodriguez & Sandra Arce – Preschool Teachers

This form can be expanded and is not limited to a single page.

Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)	Action Steps (Including materials and training needed, schedule, space and supervision changes)	Expected Completion Date and Persons Responsible	Follow-Up and Reflection (Changes made, date completed, time extended)
<p>Key finding Measure 23: 44% of the children are at the developing level of comprehension of English – measure 23.</p> <p>Goal measure 23: 50% or more of the children will be at the building level after the second assessment period in 2012/13.</p>	1) Teaching staff will utilize the Preschool English Learners Resource Guide to plan strategic instruction.	Delia & Sandra - Teachers 2012-13 school year	
	2) Using the home language surveys, a primary language (Spanish) class will be created. The teaching staff will be fluent Spanish speakers.	Director – Dora Contreras Clerk- Dorothy Murray Aug 13, 2012	

**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name</b> Tracy Joint Unified School District	
<b>Contract Type, Education Network, and/or Cal-SAFE CSPP</b>	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool – 3-5 years old
<b>Planning Date</b> April 22, 2012	<b>Lead Planner's Name and Position</b> Dora L. Contreras - Director
<b>Follow-up Date(s)</b> May 23, 2012	<b>Lead Planner's Name and Position</b> Delia Rodriguez & Sandra Arce – Preschool Teachers

This form can be expanded and is not limited to a single page.

<b>Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)</b>	<b>Action Steps (Including materials and training needed, schedule, space and supervision changes)</b>	<b>Expected Completion Date and Persons Responsible</b>	<b>Follow-Up and Reflection (Changes made, date completed, time extended)</b>
(Continued) Measure 24 Key Finding: 44% of the children are at the developing level of "Self Expression" in English.	The development of the first language (Spanish) will more effectively transition into the second language (English). Include activities in home language.	Delia & Sandra – teachers 2012-13 school year	
	3) The teachers will include songs, rhymes and games in English throughout the daily schedule..	Delia & Sandra – teachers 2012-13 school year.	

**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name</b> Tracy Joint Unified School District	
<b>Contract Type, Education Network, and/or Cal-SAFE CSPP</b>	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool – 3-5 years old
<b>Planning Date</b> April 22, 2012	<b>Lead Planner's Name and Position</b> Dora L. Contreras - Director
<b>Follow-up Date(s)</b> May 23, 2012	<b>Lead Planner's Name and Position</b> Delia Rodriguez & Sandra Arce – Preschool Teachers

This form can be expanded and is not limited to a single page.

<b>Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)</b>	<b>Action Steps (Including materials and training needed, schedule, space and supervision changes)</b>	<b>Expected Completion Date and Persons Responsible</b>	<b>Follow-Up and Reflection (Changes made, date completed, time extended)</b>
(Continued) Goal for measure 24:: 50% or more of the children will be at the building" level of "Self Expression" in English.	4) Books and Materials will be purchased to read aloud in English.	Director and Teachers 2012-2013 school year.	
	5) Books with repetitive text will be included in the "Take Home Reading" program.	Director and Teachers 2012-2013 school year.	
	6) Bilingual parent volunteers will be recruited and trained to read aloud to individual children during the school day.	Director and Teachers Sept, 2012	

**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name</b> Tracy Joint Unified School District	
<b>Contract Type, Education Network, and/or Cal-SAFE CSPP</b>	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool – 3-5 years old
<b>Planning Date</b> April 22, 2012	<b>Lead Planner's Name and Position</b> Dora L. Contreras - Director
<b>Follow-up Date(s)</b> May 23, 2012	<b>Lead Planner's Name and Position</b> Delia Rodriguez & Sandra Arce – Preschool Teachers

This form can be expanded and is not limited to a single page.

<b>Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)</b>	<b>Action Steps (Including materials and training needed, schedule, space and supervision changes)</b>	<b>Expected Completion Date and Persons Responsible</b>	<b>Follow-Up and Reflection (Changes made, date completed, time extended)</b>
(Continued) Measure 23 –ELD1 Comprehension of English and Measure 24 – ELD 2 –Self- expression in English	7) A structured ELD curriculum (Avenues) is integrated during circle time (chants, read aloud books with repetitive texts)	Preschool Teachers 2012-2013 school year	
	8) Parent Education will be provided to encourage book reading to children. Literacy in the home language will be encouraged.	Director and Teachers October, 2012	
	9) Review "work time" and make sure there is enough time for the children to explore books. Include books in all interest areas.	Director and Teachers 2012-13 school year	

**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name</b> Tracy Joint Unified School District	
<b>Contract Type, Education Network, and/or Cal-SAFE CSPP</b>	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool – 3-5 years old
<b>Planning Date</b> April 22, 2012	<b>Lead Planner's Name and Position</b> Dora L. Contreras - Director
<b>Follow-up Date(s)</b> May 23, 2012	<b>Lead Planner's Name and Position</b> Delia Rodriguez & Sandra Arce – Preschool Teachers

This form can be expanded and is not limited to a single page.

<b>Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)</b>	<b>Action Steps (Including materials and training needed, schedule, space and supervision changes)</b>	<b>Expected Completion Date and Persons Responsible</b>	<b>Follow-Up and Reflection (Changes made, date completed, time extended)</b>
(Continued) Measure 23 –ELD1 Comprehension of English and Measure 24 – ELD 2 –Self- expression in English	10) An inventory of Spanish and English books will be used to determine what needs to be purchased.	Director and Teachers 2012-2013 school year	
	11) The program director will supervise and facilitate the on-going implementation of these strategies (action plan).	Director 2012-2013 school year	
	12) Diversity is celebrated in the classroom. Parents talk about their cultures. Classroom materials are representative of all the children.	Teachers: 2012-2013 school year.	



**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name</b> Tracy Joint Unified School District	
<b>Contract Type, Education Network, and/or Cal-SAFE CSPP</b>	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool – 3-5 years old
<b>Planning Date</b> April 22, 2012	<b>Lead Planner's Name and Position</b> Dora L. Contreras - Director
<b>Follow-up Date(s)</b> May 23, 2012	<b>Lead Planner's Name and Position</b> Delia Rodriguez & Sandra Arce – Preschool Teachers

This form can be expanded and is not limited to a single page.

<b>Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)</b>	<b>Action Steps (Including materials and training needed, schedule, space and supervision changes)</b>	<b>Expected Completion Date and Persons Responsible</b>	<b>Follow-Up and Reflection (Changes made, date completed, time extended)</b>
Continued) Measure 23 –ELD1 Comprehension of English and Measure 24 – ELD 2 –Self-expression in English	13) The teachers will be trained in GLAD to support English Language Learners	Director October 6, 2012	
	14) Further training in the completion of the DRDP for the teaching staff will be provided.	Director November 2012	
	15) The teaching staff will attend all CPIN and Family Resource and Referral Trainings relating to English Language Learners.		

**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name</b> Tracy Joint Unified School District	
<b>Contract Type, Education Network, and/or Cal-SAFE CSPP</b>	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool – 3-5 years old
<b>Planning Date</b> April 22, 2012	<b>Lead Planner's Name and Position</b> Dora L. Contreras - Director
<b>Follow-up Date(s)</b> May 23, 2012	<b>Lead Planner's Name and Position</b> Delia Rodriguez & Sandra Arce – Preschool Teachers

This form can be expanded and is not limited to a single page.

<b>Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)</b>	<b>Action Steps (Including materials and training needed, schedule, space and supervision changes)</b>	<b>Expected Completion Date and Persons Responsible</b>	<b>Follow-Up and Reflection (Changes made, date completed, time extended)</b>
Continued) Measure 23 –ELD1 Comprehension of English and Measure 24 – ELD 2 –Self- expression in English	16) The teaching staff will utilize the Preschool Learning Foundations and the Preschool Curriculum Framework to plan instruction for English Language Learners.	Director and Teachers  2012-2013 school year	



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 12, 2012  
**SUBJECT:** Approve the Annual Report for 2011-2012 STEPS Program Self-Evaluation

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

**RATIONALE:** The STEPS Program staff conducted the Self-Evaluation using the ITERS (Infant Toddler Environment Rating Scale), Desired Results Parent Survey and teen parent evaluation. The STEPS Coordinator met with the staff, teen parents and ROP students to identify areas needing improvement. These identified areas for improvement will be the focus for the 2012-13 school year. This agenda item supports Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** Not Applicable

**RECOMMENDATION:** Approve the Annual Report for 2011-2012 STEPS Program Self-Evaluation

**Prepared by:** Ann Herrington, STEPS Coordinator



**Fiscal Year 2011–12 Program Self-Evaluation  
Forms**

**All Forms Due:  
Friday, June 1, 2012, 5 p.m.**

**Child Development Division  
California Department of Education**

### Program Self-Evaluation Annual Report

<b>Contractor's Legal Name</b> Tracy Unified School District/STEPS Program			
<b>Vendor Number</b>		<b>X Cal-SAFE</b> <b>CDS Code</b> 39-75499	
<b>Contract and Age</b>	<input type="checkbox"/> CSPP <input type="checkbox"/> CCTR – (Infant/Toddler) <input type="checkbox"/> CCTR – (School Age) <input type="checkbox"/> Education Network (Infant/Toddler) <input type="checkbox"/> Education Network (Preschool) <input type="checkbox"/> CHAN <input type="checkbox"/> CMIG - (Infant/Toddler) <input type="checkbox"/> CMIG - (Preschool)		
<b>Date Program Self-Evaluation Completed</b>		5/1/12	
<b>Number of Classrooms</b>	2	<b>Number of Family Child Care Homes</b>	0
<b>Describe the Program Self-Evaluation Process</b>  <p>The self-evaluation process was conducted through observation of both indoor and outdoor activities and interviewing parents and staff. The Infant/Toddler Environment Rating Scale (ITERS), Desired Results Parent Surveys, and Desired Results Developmental Profile summaries were used to conduct the evaluation. The self-study consisted of 22 parents and 8 staff.</p> <p>In August, staff began to record observations, anecdotal records, and compile photos for the Desired Results Developmental assessments. A portfolio system was created to be used as a photo timeline for each child. Initial assessments were completed within 60 days of each child's enrollment date. Each child's Developmental Progress form was completed and parent conferences were conducted.</p> <p>Using the ITERS, the parents and staff conducted a self-assessment of the infant and toddler rooms through observation of the environment in the areas of Space and Furnishings, Personal Care Routines, Listening and Talking, Activities, Interaction, Program Structure, Parents and Staff and reported their findings. The ITERS score sheets were used to rate the different areas in both rooms. An assessment of the program was made by parents through the Desired Results Parent Survey they completed this year. The staff met with the coordinator to assess the program and identify areas for improvement.</p> <p>The self-evaluation was completed on May 1, 2012.</p>			
<b>A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.</b>		<b>Date</b> 6/12/12	
<b>A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.</b>		<b>Date</b> 5/1/12	

<b>A copy of the Program Self-Evaluation will be/has been presented to parents.</b>		<b>Date 5/1/12</b>
<b>Statement of Completion</b> <b>I certify that a Program Self-Evaluation was completed.</b>	<b>Signature</b>  <b>Name, Title, and Phone Number</b> <b>Ann Herrington,</b> <b>STEPS Coordinator</b> <b>(209) 830-3286</b>	<b>Date 5/7/12</b>

**Desired Results Developmental Profile Summary of Findings  
And Program Action Plan – Program or Network Level**

<b>Contractor Name</b> Tracy Unified School District – STEPS Program	
<b>Contract Type, Education Network, and/or Cal-SAFE</b> Cal-SAFE	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Infant/Toddler
<b>Planning Date</b> January 3, 2012	<b>Lead Planner's Name and Position</b> Michelle Harris, Site Supervisor
<b>Follow-up Date(s)</b> May 1, 2012	<b>Lead Planner's Name and Position</b> Corrina Holbrook, Teacher

This form can be expanded and is not limited to a single page.

<b>Key Findings from Developmental Profiles And Educational Goal (What will be accomplished for children?)</b>	<b>Action Steps (Including materials and training needed, schedule, space and supervision changes)</b>	<b>Expected Completion Date and Persons Responsible</b>	<b>Follow-Up and Reflection (Changes made, date completed, time extended)</b>
Measure 6: Help children communicate needs to adults. Educational Goal: Children will increase language skills.	Staff will help children by modeling language and communicating with words. Staff will help children learn sign language by modeling the signs of common needs. Staff will view the DVD "Teach Your Baby Sign Language." Staff will have access to a sign language poster on the wall as an easy reference and reminder to use common signs.	June 1, 2012 Michelle Harris	

<b>Measure 14:</b> <b>Language Comprehension</b> <b>Educational Goal:</b> Children will understand the meaning of simple sentences about ideas or feelings. (3 of 6 toddlers are English learners that need more English language development.)	Staff will use flash cards to introduce three new words every week. Staff will model new words with actions and pictures. Staff will provide mentors for early literacy through peer tutoring.	June 1, 2012 Corrina Holbrook	



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services  
and Human Resources  
**DATE:** May 30, 2012  
**SUBJECT:** Approve Memorandum of Understanding with San Joaquin County Office of Education, Multilingual Education Department and North School for the 2012-2013 School Year.

**BACKGROUND:** Over the past several years, Tracy Unified contracted with the San Joaquin County Office of Education, Multilingual Education Department to provide instructional training and certification for teachers in strategies and structures for English Learners. This training has resulted in meeting State compliance for Tracy Unified teaching staff. During the 2011 – 2012 school year, San Joaquin County Office of Education, Multilingual Education Department trained teachers in grades kindergarten through third grade in English language acquisition strategies. For the 2012-2013 school year, training will continue for grades fourth through sixth.

**RATIONALE:** This school year, North School plans to participate in Multilingual training using categorical funds to train staff in strategies for academic language acquisition as well as develop teacher leaders. North School is committed to continue to improve teacher quality and instruction and close the achievement gap, especially among Hispanic students. The outcome of this training will result in trained staff with proven language acquisition strategies and build capacity within schools so that these trained teachers can eventually become trainers to their peers. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and Goal #6: Develop and support a high performing workforce.

**FUNDING:** District and Site Categorical funding, Title II – Teacher Quality Grant. The total amount paid to the San Joaquin County Office of Education, Multilingual Education Department will not exceed \$5,000.

**RECOMMENDATION:** Approve Memorandum of Understanding with San Joaquin County Office of Education, Multilingual Education Department and North School for the 2012-2013 School Year.

**Prepared by:** Frederick A. Medina, Principal, North School

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education, Multilingual Education Department

\_\_\_\_\_, 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 5 ( N/A ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location either North School 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 \$ N/A per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$5000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [ ] SHALL; [ XX ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.

c. District shall make payment on a [ XX ] 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 13, 2012, and shall terminate on May 31, 2013.

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

6. Contractor shall contact the District's designee, Frederick Medina at ( 209 ) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
**May 30, 2012**  
Date

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

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

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

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

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

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

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## MEMORANDUM OF UNDERSTANDING

### San Joaquin County Office of Education's Multilingual Education Memorandum of Understanding with Tracy Unified School District 2012-2013 School Year

This Memorandum of Understanding represents the agreed upon services to be provided to Tracy Unified School District's (North Elementary), hereinafter referred to as TUSD by San Joaquin County Office of Education's Multilingual Department hereinafter referred to as SJCOE/MD.

SJCOE/MD will provide professional development to North Elementary Teachers including classroom observations and conduct training on five days during the 2012-2013 school year. Each training will be from 3:00 pm to 5:30 pm at TUSD's North Elementary. There will be 19 participants. SJCOE/MD will accept a purchase order from TUSD in the amount of \$5,000.00. TUSD will be invoiced. Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

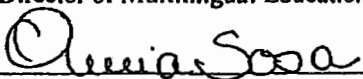
#### CERTIFICATION OF NON-EMPLOYMENT STATUS:

SJCOE/MD certifies that at all times SJCOE/MD is acting as an independent contractor and not an employee of TUSD.

TUSD 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.

SJCOE/MD agrees to make no claim against TUSD 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 SJCOE/MD is not entitled to any such benefits.

#### Signatures of Authorized Representatives:

Olivia Sosa  
Director of Multilingual Education  
  
San Joaquin County Office of Education  
5/30/12  
Date

\_\_\_\_\_  
(Superintendent or Designee)  
\_\_\_\_\_  
Tracy Unified School District  
\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 30, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services and Memorandum of Understanding with the University of Pacific Mathematics, Engineering and Science Achievement (MESA) Center to Implement a Program for Under-Represented, Underperforming Students during the 2012-2013 School Year

**BACKGROUND:** Mathematics, Engineering, Science Achievement (MESA) is nationally recognized for its innovative and effective academic development program. MESA engages thousands of educationally disadvantaged students so they excel in math and science and graduate with math-based degrees. MESA partners with all segments of California higher education, as well as K-12 institutions.

**RATIONALE:** The focus of MESA is to encourage and support low-income, ethnically-diverse students in K-12 schools to strengthen their academic performance in math and science. Providing the MESA Program to students at John C. Kimball High School will support site efforts to close the achievement gap and provide the means to develop a curricular program that integrates math and science into project based learning. This supports Strategic Goal #1: Prepare all students for college and careers, Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The cost to be paid out of Title III funding. The total amount paid to the Pacific MESA Center will not exceed \$6,000.

**RECOMMENDATION:** Approve Agreement for Special Contract Services and Memorandum of Understanding with the University of Pacific Mathematics, Engineering and Science Achievement (MESA) Center to Implement a Program for Under-Represented, Underperforming Students during the 2012-2013 School Year

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide the Mathematics, Engineering and Science Achievement (MESA) program for under-represented, underperforming students during the 2012-2013 school year.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 HOURS/DAY(s) (circle one), under the terms of this agreement at the following location: John C. Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 6,000.00 per HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 6,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] ~~SHALL~~ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2012, and shall terminate on June 30, 2013
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Cheryl Domenichelli at (209) 832-6600 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

#### AGREED:

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

\_\_\_\_\_  
Social Security Number (2)/Tax ID #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

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

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

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

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

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

**Kimball and CONTRACTOR  
Memorandum of Understanding**

**Under this agreement, effective July 1, 2012, the University of the Pacific MESA Center, the CONTRACTOR, agrees to the following:**

1. Provide funds (\$200,000.00) through the University of California Statewide MESA Office, along with in-kind support from the School of Engineering and Computer Science (i.e. secretarial support, office space, technical assistance, access to campus venues), to help cover costs for the coordination of MESA administrative and program activities.
2. Provide a MESA program that offers the key features of the MESA model (as outlined by Statewide MESA guidelines). Those features include, but are not limited to: hands-on math and science activities, study assistance, academic and career advising, field trips/guest speakers, recognition/scholarship incentive awards, Math and Science Competitions, Parent Programs, Leadership/Advocacy Training, and Advisor Stipends.
3. Provide to Kimball a calendar of all center-level activities by August 6th; a preliminary list of school-site activities by November 15; a final list of school-site activities by December 15; and a final roster of enrolled students by February 25, 2013.
4. Maintain an active parent involvement component for the program.
5. Continue to seek external financial support for enrichment activities through grants and proposals.
6. Act as the liaison between Kimball and the Statewide MESA Office.
7. Employ and assign a full-time director to manage and coordinate the administrative activities of the program.
8. Provide space accommodations for activities such as advisor meetings, Saturday programs, office space, etc.
9. Provide the Kimball with annual budget and program reports by August 19, 2012
10. Renegotiate this contract by May for the following fiscal year. A meeting will be held in April to update the contract.

**Under this agreement, effective July 1, 2012, Kimball agrees to the following:**

- I. The 2012-13 budget contribution of \$6,000.00 to the Pacific MESA Center program will be allocated as follows:
  - A. School-Site Budget \$6,000.00

1. Pacific MESA Center will administer for Kimball a site budget of \$2,700.00, which breaks down as: \$1,950.00 for supplies, \$500.00 for one field trip, and \$250.00 for a substitute.
2. Funds provided for school site administration are fluid and may be used between approved categories.

**II. Pacific MESA Center**

**\$3,300.00**

- A. **\$3,300.00** will be paid by Kimball to the CONTRACTOR to be used for two purposes: administrative costs and general program expenses.
  1. \$3,000.00 will be used to provide program services for all MESA students, advisors, and parents: MESA Sponsored Events \$2,000.00, Teacher Training \$500.00, Parent Programs \$500.00.
  3. \$3,300.00 will be funded for additional program administrative costs.
- B. Kimball will make one payment of **\$6,000.00** to the CONTRACTOR. The CONTRACTOR will invoice Kimball to be paid by Kimball upon receipt of billing. All invoices and required reports will be mailed to: TBA
  1. Program expenditures covered under Kimball's contribution of \$6,000.00 will not exceed that amount.
  2. Unexpended funds as of June 30, 2013 will be invoiced and returned to Kimball.
- C. Kimball staff agrees to meet with Pacific MESA Center Staff as needed to update, refine, and modify program.
- D. Principal agrees to appoint a teacher(s) at Kimball to act as a MESA Advisor who is a skilled mathematics or science instructor.
- E. Kimball will maintain a minimum program enrollment of 25 (as outlined by Statewide MESA guidelines) students per grade level.
- F. Kimball will provide adequate physical space for MESA meetings and related student activities.
- G. Kimball agrees to assist the Contractor meet reporting requirements by allowing access to student data: transcripts and test scores.

**SITE AGREEMENT AND IMPLEMENTATION PLAN  
FOR TRACY UNIFIED SCHOOL DISTRICT**

This AGREEMENT made and entered into this day of July 1, 2012, at San Joaquin County, State of California, by and between the Pacific MESA Center, hereinafter called CONTRACTOR, and John C. Kimball High School (Tracy, CA) hereinafter called Kimball.

WITNESSETH

WHEREAS, Contractor's MATHEMATICS, ENGINEERING & SCIENCE ACHIEVEMENT (MESA) program has developed a model for helping disadvantaged students enter and successfully complete a mathematics-based program, and this model is called the MESA Model and is administered through the MESA Statewide Office at the University of California Office of the President in Oakland, and WHEREAS, CONTRACTOR AND Kimball, in consideration of the mutual covenants, conditions, and terms hereinafter set forth, agrees as follows:

1. This agreement is subject to available funding.
2. Total contribution for this Agreement shall not exceed \$6,000.00 for the period of July 1, 2012 through June 30, 2013. Of the \$6,000.00 agreed upon, \$2,700.00 (See Section I) will be used to directly support the school sites involved in the MESA program for school site field trips, supplies, and substitute teachers; and \$3,300.00 will be used by the CONTRACTOR for Center administration costs.
3. A payment of \$6,000.00 will be made by Kimball upon receipt of billing from CONTRACTOR.
4. CONTRACTOR and Kimball agree to the terms outlined here.

In witness WHEREOF, this Agreement has been executed, in duplicate, by and on behalf of the parties hereto; the day and year first written above.

University of the Pacific  
CONTRACTOR

John C. Kimball High School

By: \_\_\_\_\_  
**Dr. Jin K. Gong**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 23, 2012  
**RE:** Approve Overnight Travel for West High School Agriculture Department Activities for the 2012-2013 School Year

**Background:** West High School Agriculture Advisor Marlene Hepner, and Future Farmer of America (FFA) students would like to participate in the following events throughout the 2012-2013 school year as a part of the scheduled activities for the agricultural department. Each activity is a benefit to the student in developing leadership skills and officer experience.

September 21-22, 2012	Kids In-A-Box – McHenry House	Tracy
October 6-7, 2012	Central Region Officer Conference	Denair
January 11-12, 2013	Made for Excellence Conference	Sacramento
March 8-9, 2013	CSU-Chico FFA Field Day	Chico
April 19-23, 2013	State FFA Leadership Conference	Fresno
May 3-5, 2013	State FFA Contest Finals	San Luis Obispo
May 18-19, 2013	Tracy Relay for Life	Tracy
June 3-5, 2013	Chapter Officer Camping Retreat	Ione

**Rationale:** This is an opportunity for the elected FFA officers from all 58 regional schools to meet and gain leadership skills from state officers and staff to facilitate the successful promotion of chapter programs, and provide resources for the school year. These programs will help build each student's sense of confidence, responsibility and leadership. This supports Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

**Funding:** All funding for the trip will be paid through the FFA ASB account and the Agriculture Incentive Grant and student donations. Fundraiser(s) will be available to pay for those students who are unable to fund their own trip. Transportation will be provided by District vans.

**Recommendation:** Approve Overnight Travel for West High School Agriculture Department Activities for the 2012-2013 School Year

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** June 5, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Valley Community Counseling Services and Tracy Unified School District (Art Freiler and Louis Bohn) to Provide a One Day Training on August 8, 2012.

**BACKGROUND:** Bullying has become a problem of national focus. Tracy Unified has shown a commitment to preventing bullying behaviors, and to increasing staff capabilities to address issues of bullying. In April of 2012, Bohn and Freiler staffs attended a workshop presented by David Love, "*The Impact of Family Violence and Domestic Abuse on Children*." Part of this workshop introduced staff to how these issues can later lead students to various forms of acting out, including bullying behaviors. Feed-back from staff indicated additional training which is specific to bullying and provides strategies for addressing bullying behaviors was a need.

**RATIONALE:** David Love is a well-known expert in the area of mental health issues and their impact on children. David Love and his organization, Valley Community Counseling Services (VCCS), have provided training for the California Department of Mental Health/Time for Kids Early Mental Health Initiative at statewide conferences for several years. David Love has personally been involved in research related to mental health for over 30 years and presents his research nationally. David Love has developed workshops which cover the research on the topics of bullies, mental health issues related to the bully, understanding the impact of bullying on the victim and witness, and strategies to assist the bully, the witness and victim. His workshops also examine ways to reduce bullying on school campuses and how to develop a comprehensive plan to address bullying behaviors.

**FUNDING:** The cost for this one day training will be shared equally between Louis Bohn Elementary School and Art Freiler Elementary School, utilizing MAA funding. The cost per school site for one full day workshop is \$500. The total cost for one full-day workshop for both schools is \$1,000.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Valley Community Counseling Services and Tracy Unified School District (Art Freiler and Louis Bohn) to Provide a One Day Training on August 8, 2012.

**Prepared by:** Tammy Christensen, Principal, Louis Bohn Elementary

# 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 Valley Community Counseling Services - David Love hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide a one day Staff Development training for both schools related to bullying behaviors and the impact upon at-risk students; staff intervention strategies.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 day HOURS/DAY (s) FLAT RATE (circle one), under the terms of this agreement at the following location: Art Freiler and Louis Bohn 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 \$1000.00 per HOURLY/DAY/FLAT RATE (circle one), not to exceed a total of \$ 1,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [ ] SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.

c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 8, 2012 and shall terminate on May 31, 2013.

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

6. Contractor shall contact the District's designee, Tammy Christensen at (209) 830-3300 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.

**.REED:**

_____ Consultant Signature (1)
_____ Social Security Number (2)/Tax ID #
_____ Date
_____ Title
_____ Address & Phone #
_____

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

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

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

**Note: Costs are split equally between Freiler and Bohn schools.**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *[Signature]* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 25, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with Digital Edge Learning to Provide a Full Day On-Site Workshop for all South/West Park School Teachers

**BACKGROUND:** As part of the South/West Park School Plan Evaluation this year, the school administration determined that there is a critical staff development need amongst the South/West Park teachers. South/West Park Elementary School purchased new technology (Mobi and Clickers) during the 2011-2012 school year to use with students on a daily basis to make learning exciting by using multimedia and checking for understanding.

**RATIONALE:** During the 2011-2012 school year, the School Site Council approved a total of \$3,990 of Title II funds to be used to provide the staff with needed training during the 2012-2013 school year. Digital Edge Learning will be conducting staff development to provide on-going training and coaching for teachers using the technology. Digital Edge Learning will provide one full day of training on August 8, 2012, as well as three additional full days throughout the school year. This supports Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the district and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The total cost of this program is \$3,990. The cost will be paid out of Site Title II funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Digital Edge Learning to Provide a Full Day On-Site Workshop for all South/West Park School Teachers

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

# Tracy Unified School District

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

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide one day on-site professional development training on Mobi and Clickers for all South/West Park School teachers.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of Four ( ) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 501 W. Mt. Oso, Tracy, California.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$3,990.00 per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$3,990.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - C. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [ X ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on August 8, 2012, and shall terminate on May 31, 2013.
5. This agreement may be terminated at any time during the term by either party upon ( 30 ) days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Account Number to be charged

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

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

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

**Send All Copies to the Business Office**

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

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Glenda Borejko Page 2 03/10/1998



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of  
Educational Services & Human Resources  
**DATE:** May 25, 2012  
**SUBJECT:** Approve Agreement for Special Contract Services with J. Taylor Education  
to Provide a Full Day On-Site Workshop for South/West Park School  
Teachers.

**BACKGROUND:** As part of the South/West Park Elementary School Plan Evaluation this year, the school administration determined that there is a critical staff development need amongst the South/West Park teachers. During the 2011-2012 school year, teachers were trained by J. Taylor Education; however, there is a need to continue training and offer additional teacher support. The School Site Council approved a total of \$2,000 of Title II funds to be used to provide the additional training during the 2012-2013 school year.

**RATIONALE:** South/West Park Elementary School is a Magnet school and has three very distinct programs. J. Taylor Education will provide a one day training on the use of depth and complexity to differentiate the core curriculum as an effective and exciting way to create challenging learning experiences for all students. This training will be used during the daily integration block where all students are in mixed groups to provide rigorous lessons which are differentiated to meet the needs of learners in all three programs. This supports Strategic Goal #6: Develop and support a high performing workforce and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The total cost of this program is \$2,000 and will be paid with Site Title II funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with J. Taylor Education to Provide a Full Day On-Site Workshop for South/West Park School Teachers.

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

# Tracy Unified School District

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

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a one day on-site workshop on best practices for implementing Depth & Complexity into the core curriculum for all South/West Park School teachers.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of One ( ) HOURS/DAY(S) (circle one), under the terms of this agreement at the following location 501 W. Mt. Oso, Tracy, California.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$ 2,000.00 per HOUR / DAY / FLAT RATE (circle one), not to exceed a total of \$2,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - C. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [ X ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on August 9, 2012, and shall terminate on August 9, 2012.
5. This agreement may be terminated at any time during the term by either party upon ( 30 ) days written notice.
6. Contractor shall contact the District's designee, Ramona Soto at (209) 830-3335, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship is created by this contract and District assumes no responsibility for workers compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, contractor's activities during or relating to the performance of service under this Agreement.



Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

_____ Consultant Signature (1)	_____ Tracy Unified School District
_____ Social Security Number or TIN number (2)	_____ Date
_____ Date	_____ Title
_____ Title	_____ Account Number to be charged
_____ Address	_____ Department/Site Approval
_____ City/State/Zip	_____ Budget Approval
_____ Phone Number	_____ Date Approved by the Board

**Send All Copies to the Business Office**

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

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Glenda Borejko Page 2 03/10/1998



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 29, 2012  
**SUBJECT:** Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2012-2013 School Year.

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

**RATIONALE:** The Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant both provide additional funds for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allows students to attend leadership conferences from the national to the local level. By accepting this grant, the District agrees to supplement the agriculture program by an in-kind match of the funds in the amount of \$19,528.00. This meets Strategic Goal #7: Develop and utilize partnerships to achieve District Goals.

**FUNDING:** Agriculture Incentive Grant - \$ 19,528.00

**RECOMMENDATION:** Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2012-2013 School Year.

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

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT**  
**2012-13 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2012)

**DATES OF PROJECT DURATION - JULY 1, 2012, TO JUNE 30, 2013**

Tracy High School

(School Site)

Tracy Unified

(District)

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

Signature of Authorized Agent

Signature of Agriculture Teacher  
Responsible for the Program

Superintendent

Title

Signature of Principal

Contact Phone Number: 209 831-3360 ext.2051

Date of Approval of Local Agency Board:

6/12/2012

Funds Requested - Part I

Part II

Part III

Part IV

Part V

Total

\$5,000.00

\$2,528.00

\$0.00

\$12,000.00

\$0.00

\$19,528.00

Number of Different Agriculture Teachers at Site:

4

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

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

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

PART I - CONTINUED

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

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

PART II - PROGRAM ENROLLMENT ALLOCATION

Total Number of Students	2011-12 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	316	\$2,528.00

PART III - SAE AND RETENTION ALLOCATION

Number of State Degrees in 2012	0	
Percent of Students (R2) Receiving State Degree	0%	
SAE/Retention Standard Funds - If percentage of State Degree recipients is 5 percent or greater, then you are eligible for \$200 per degree awarded. Maximum of \$10,000.		FALSE

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

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

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

Number of FTE Agriculture Teachers at Site:

4

List the Names of the Agriculture Teachers:

Nikki Maddux

Jason Gentry

Pat Rooney

5.

Laura Kelley

6.

Criterion 10 - Student/Teacher Ratio

1

Criterion 11A - Year-Round Employment

4

Criterion 11B - Project Supervision Period

1

Amount Requested

\$2,000.00

\$8,000.00

\$2,000.00

\$12,000.00

TOTAL FUNDS REQUESTED PART IV

PART V - QUALITY CRITERION 12 (OPTIONAL) ALLOCATION

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

PART VI - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		4,500.00	4,500.00
2			Subtotal for 4000	<b>\$4,500.00</b>	<b>\$4,500.00</b>
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation	4,500.00	4,500.00
4			2. Conferences	2,500.00	2,500.00
5			3. Meetings	2,000.00	2,000.00
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	<b>\$9,000.00</b>	<b>\$9,000.00</b>
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1. Welding lockers	3,500.00	3,500.00
10			2. Meat table tops	2000.00	2,000.00
11			3. Science lab CEV	528.00	528.00
			4.		
12			5.		
13			Subtotal for 6000	<b>\$6,028.00</b>	<b>\$6,028.00</b>
14			Total for 4000-6000 Lines 2, 8, 13	<b>\$19,528.00</b>	<b>\$19,528.00</b>

TOTAL 2012-2013 Incentive Grant Allocation:

\$19,528.00

Part B - Complete this portion if a waiver of the matching requirement is applied for:

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

TOTAL Amount of Waiver Requested:



**TRACY**  
UNIFIED SCHOOL DISTRICT

# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 23, 2012  
**RE:** Approve Specialized Grant Funding for the Agriculture Incentive Grant for West High School 2012-13

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

**RATIONALE:** The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of \$10,412.00. This supports Strategic Goal #5: Continuously improve fiscal, facilities and operational processes and Strategic Goals #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** The grant will provide \$10,412.00 and the District is responsible to supply in-kind matching funds. The matching funds have already been accounted for through the ROP budget of the Agriculture Department at West High School. No additional funds are required from the District.

**RECOMMENDATION:** Approve Specialized Grant Funding for the Agriculture Incentive Grant for West High School 2012-13

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

California Department of Education  
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT  
 2012-13 APPLICATION FOR FUNDING**

(Due Date: To be received in Regional Supervisor's Office by June 30, 2012)

**DATES OF PROJECT DURATION - JULY 1, 2012, TO JUNE 30, 2013**

Merrill F. West High School

(School Site)

Tracy Unified School District

(District)

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

Sheila Harrison  
 Signature of Authorized Agent

M. L. M. [Signature]  
 Signature of Agriculture Teacher  
 Responsible for the Program

EDUCATIONAL SERVICES & HUMAN RESOURCES

Title

[Signature]  
 Signature of Principal

Contact Phone Number: 209-830-3370 Ext. 3191

Date of Approval of Local Agency Board:

12-Jun-12

Funds Requested - Part I

\$4,500.00

Part II

\$1,912.00

Part III

\$0.00

Part IV

\$4,000.00

Part V

\$0.00

Total

\$10,412.00

Number of Different Agriculture Teachers at Site:

2

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

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

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

**PART I - CONTINUED**

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

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

**PART II - PROGRAM ENROLLMENT ALLOCATION**

Total Number of Students	2011-12 R2 Number	Amount Requested
List Number from R2 Report (\$8/Member)	239	\$1,912.00

**PART III - SAE AND RETENTION ALLOCATION**

Number of State Degrees in 2012	2	
Percent of Students (R2) Receiving State Degree	1%	
SAE/Retention Standard Funds - If percentage of State Degree recipients is 5 percent or greater, then you are eligible for \$200 per degree awarded with a maximum of \$10,000.		FALSE

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

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

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

Number of FTE Agriculture Teachers at Site: 1.8

List the Names of the Agriculture Teachers:

Marlene Hepner	4.
Amy Schulte	5.
3.	6.

	Number Meeting Criteria	Amount Requested
Criterion 10 - Student/Teacher Ratio	0	\$0.00
Criterion 11A - Year-Round Employment	2	\$4,000.00
Criterion 11B - Project Supervision Period	0	\$0.00
<b>TOTAL FUNDS REQUESTED PART IV</b>		<b>\$4,000.00</b>

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

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



PART VI - FINANCIAL SCHEDULE

Part A

Line	Acct. No.	Classification	A Description of Item for Which Funds Will be Expended	B Incentive Grant Funds	C Matching Funds
1	4000	Books & Supplies		3,912.00	3,912.00
2			Subtotal for 4000	<b>\$3,912.00</b>	<b>\$3,912.00</b>
3	5000	Services and Other Operating Expenses such as: Services of Consultants, Staff Travel, and Conference; Rentals, Leases, and Repairs; Bus Transportation	1. Transportation	2,500.00	2,500.00
4			2. Conference	1,500.00	1,500.00
5			3.		
6			4.		
			5.		
7			6.		
8			Subtotal for 5000	<b>\$4,000.00</b>	<b>\$4,000.00</b>
9	6000	Capital Outlay: Includes Sites and Improvements of Sites; Buildings and Improvement of Buildings; Equipment	1. Science Lab Equip.	2,500.00	2,500.00
10			2.		
11			3.		
			4.		
12			5.		
13			Subtotal for 6000	<b>\$2,500.00</b>	<b>\$2,500.00</b>
14			Total for 4000-6000 Lines 2, 8, 13	<b>\$10,412.00</b>	<b>\$10,412.00</b>

TOTAL 2012-13 Incentive Grant Allocation:

\$10,412.00

Part B - Complete this portion if a waiver of the matching requirement is requested:

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

TOTAL Amount of Waiver Requested:



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 29, 2012  
**SUBJECT:** Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2012-2013 School Year.

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

**RATIONALE:** Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed, Strategic Goal #3: Provide a safe and equitable learning environment for all students and staff, and Strategic Goal #6: Develop and support a high performing work force.

**FUNDING:** Funding for the activities are District funds, Carl Perkins/VEA, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. Transportation is provided by District agriculture vehicles and District vehicles.

**RECOMMENDATION:** Approve all Out of State, Overnight, and Out of District Travel for Tracy High FFA Teachers and Students for the 2012-2013 School Year.

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

# Tracy High School

## Agriculture Department/FFA Travel Schedule

### 2012-2013

<u>Date</u>	<u>Function</u>	<u>Funding</u>
7/10-29/12 (Tue-Sun)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA Students
8/2-3/12 (Thur-Fri)	FFA Officer Retreat Stockton, California (Out of District, Overnighter teachers & students)	FFA & FFA Foundation
9/19/12 (Wed)	CATA Sectional Meeting (Fall) Manteca, CA (Out of District, teachers only)	Ag Dist. ROP
9/27/12 (Thur)	Opening and Closing Speech Contest Murphys, CA (Out of District, Teachers and Students)	FFA ROP
10/4/12 (Thur)	FFA Delta Cal Greenhand Conference Lodi, CA (Out of District, Teachers and students)	FFA
10/6-7/12 (Sat-Sun)	Central Region COLC Denair, CA (Out of District, Teachers and students)	FFA AG Incentive
10/11/12 (Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA
10/18/12 (Thur)	AG-Venture Manteca, CA (Out of district, teachers and students)	FFA Ag Incentive

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/17-20/12 (Wed-Sat)	Grand Nationals San Francisco, CA (Out of district/overnight, teachers & students and parents)	FFA ROP
11/1/12 (Thurs)	Greenhand and Chapter Degree Ceremony THS-RM 62 (Teachers, students, and parents)	FFA
11/9/12 (Fri)	Project Competition (Various Locations – Students homes) (Teachers and Students)	Students FFA
11/29/12 (Thur)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
11/17/12 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
11/13/12 (Tue)	CATA Administrators Night Amador, CA (Teachers and Admin.)	FFA Foundation
11/16-17/12 (Fri – Sat)	CATA Regional Meeting & Road Show South Lake Tahoe, CA (Out of District/overnight, teachers)	Ag Incentive
12/5/12 (Wed)	FFA Sectional Speech Contest BIG/Creed Linden, CA (Out of District, teachers and students)	FFA ROP
12/18-19/12 (Tue-Wed)	FFA Livestock workout Location – TBA (Out of district/overnight, teachers and students)	FFA
1/24/13 (Thur)	Delta-Cal Record Books Lathrop, CA (Out of District, teachers)	FFA Ag Dist

<u>Date</u>	<u>Function</u>	<u>Funding</u>
1/24/13 (Thur)	FFA Sectional Public Speaking & Job Interview Contest Elk Grove, CA (Out of district, teachers and students)	FFA District
1/31/13 (Thur)	Field Trip – FFA/Ag TBA (Out of district, teachers and students)	Ag District ROP
2/2/13 (Sat)	FFA Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/12/13 (Tue)	WORLD Ag Expo Tulare, CA (Out of district, teachers and students)	FFA ROP/Ag Incentive
2/15-16/13 (Fri-Sat)	Made for Excellence Leadership Seminar Modesto, Ca (Out of district, teachers and students)	FFA
2/9/13 (Sat)	Tracy Lions Cioppino Feed Tracy Portuguese Hall (Teachers, students and parents)	N/C
2/7/13 (Thur)	FFA Central Region Prof. Review Ripon, CA (Out of district, teachers and students)	FFA
2/2-3/13 (Fri-Sat)	Arbuckle Field Day Arbuckle, CA (Out of district, overnight, teachers and students)	FFA
2/14/13 (Thur)	FFA Speech Contest/Regional Semi-Finals Galt, Ca (Out of district, teachers and students)	FFA
2/23/13 (Sat)	FFA/CATA Central Region Meeting MJC Modesto, CA (Out of district, teachers and students)	Ag Incentive

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/23/13 (Sat)	Turlock/Pitman FFA Field Day Turlock, CA (Out of District, teaches and students)	FFA
2/27-28/13 (Wed-Thur)	State FFA Proficiency Scoring Galt, CA (Out of District, teachers and students)	FFA ROP
3/2/13 (Sat)	UC Davis Field Day Davis, CA (Out of district, teachers and students)	FFA Students
3/5/13 (Tues)	Field Trip (TBA) (Out of district, teachers, and students)	Ag Incentive ROP
3/5-8/13 (Tue-Fri)	FFA Leadership Exp. Conf Sacramento, CA ( Out of district, teachers and students)	FFA Ag Incentive
3/22/13 (Fri)	FFA Sectional Parli-Pro Contest & Co-op Merced, CA (Out of district, teachers and students)	FFA
3/19/13 (Tue)	FFA State Degree Ceremony Delta College Stockton, CA (Out of district, teachers and students(	FFA
3/9/13 (Sat)	Chico State Field Day Chico, CA (Out of district, teachers, and students)	FFA
3/16/13 (Sat)	Merced Field Day Merced, CA (Out of district, teachers and students)	FFA Students
3/16/13 (Sat)	Great Western judging contest Tulare, CA (Out of district, teachers and students)	FFA Students

<u>Date</u>	<u>Function</u>	<u>Funding</u>
3/23/13 (Sat)	Reedley Field Day Reedley, CA (Out of district, teachers, and students)	FFA
3/26/13 (Tue)	FFA Central Region State Degree Ceremony Merced, CA (Out of district, teachers and students)	FFA
3/23/13 (Sat)	Modesto JC Field Day Modesto, CA (Out of district, teachers and students)	FFA Students
4/19/13 (Fri)	FFA Central Region Parli-Pro Contest FINALS Fresno, CA or MJC, Modesto, CA (Out of district, teachers and students)	FFA
4/5/13 (Fri)	UC Davis Veterinary Medicine Ed. Day Davis, CA (Out of district, teachers and students)	FFA ROP
4/6/13 (Sat)	Plymouth Steer Show Plymouth, CA (Out of district, teachers and students)	FFA
4/20/13 (Sat)	Fresno Field Day Fresno, CA (Out of district, teachers and students)	FFA
4/18-23/13 (Thur –Tues)	FFA State Leadership Conference Fresno, CA (Out of district, overnight, teachers and students)	FFA Students Ag Incentive
5/2/13	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation
5/3-5/13 (Fri – Sun)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers and students)	FFA Students Ag. Inc.

<u>Date</u>	<u>Function</u>	<u>Funding</u>
5/8/13 (Wed)	Central Regional Meeting/FFA Officer Election Escalon, CA (Out of district, teachers and students)	FFA
5/14/13 (Tue)	FFA/American Farmer Contest/Regional Galt, CA (Out of district, teachers and students)	FFA Ag Incentive
6/6/13 (Thur)	FFA Point Awards Trip Great America or Marine World (Out of district, teaches and students)	FFA FFA Foundation
6/23-27/13 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag Incentive District

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

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Jim Franco, Superintendent  
**FROM:** ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** May 30, 2012  
**SUBJECT:** Approve Memorandum of Understanding between the College Board and John C. Kimball High School/Tracy Unified School District regarding the California AP® Expansion (CAPE) Program Grant

**BACKGROUND:** The California Education Code was recently amended pursuant to Senate Bill 532 to require an annual review of Advanced Placement (AP) course offerings to encourage California schools to offer at least five AP courses. To that end, the College Board with support from the California Department of Education and Senator Hernandez launched a pilot program to help bring Advanced Placement® courses into public schools that offer few AP courses but have students with strong potential to be successful in AP based upon PSAT/NMSQT® scores.

**RATIONALE:** The focus of the California AP® Expansion Program (CAPE) Grant is to encourage students who have shown potential through PSAT exams to enroll in AP courses and to increase the number of courses offered at John C. Kimball High School. CAPE is aligned to the College Board's equity policy which also seeks to increase the enrolment of and support of low-income, ethnically-diverse students in Advanced Placement courses. The CAPE Grant will support site efforts to close the achievement gap and provide the means to increase student enrollment in Advanced Placement courses. This supports Strategic Goal #1: Prepare all students for college and careers, Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**FUNDING:** No additional funds required.

**RECOMMENDATION:** Approve Memorandum of Understanding between the College Board and John C. Kimball High School/Tracy Unified School District regarding the California AP® Expansion (CAPE) Program Grant

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

**Memorandum of Understanding  
Between the College Board  
And  
Kimball High School**

- I. This Memorandum of Understanding ("MOU") is entered into on \_\_\_\_ by the College Board, a New York Not-For-Profit corporation, and Kimball High School of the Tracy Unified School District. The purpose of this MOU is to outline the shared expectations, responsibilities, and commitments between the College Board and District with regard to establishing and supporting California AP<sup>®</sup> Expansion (CAPE) program.

This MOU supports a variety of activities which aim to support the implementation of successful AP courses and increase the number of students who demonstrate success in AP. District has designated the schools and AP teachers indicated in Attachment A to participate in this CAPE program ("Participating Schools").

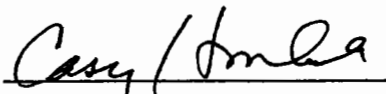
**II. Background**

The California Education Code was recently amended pursuant to Senate Bill 532 to require an annual review of AP course offerings to encourage California schools to offer at least five AP courses. To that end, the College Board with support from the California Department of Education and Senator Hernandez launched a pilot program to help bring Advanced Placement<sup>®</sup> (AP) courses into public schools that offer few AP courses but have students with strong potential to be successful in AP based upon PSAT/NMSQT<sup>®1</sup> scores.

**III. Collaborative Objectives and Acknowledgements**

District and the College Board will work together to achieve the stated objectives of this program to meet their specific school(s) circumstances. The goals and objectives shall address the following key areas:

- i. Increase teacher capacity to offer AP courses at the school. Provide professional development (PD) for teachers to enable them to successfully teach AP courses that are new to the school or expand sections of existing AP courses;
- ii. Establish processes for identifying students with strong potential to be successful in AP using AP Potential<sup>™</sup> Reports generated from PSAT/NSQMT data and other data available at the school (e.g. GPA, prerequisite courses, etc.). Establish enrollment policies;
- iii. Support communications to create awareness of AP courses among students and to encourage enrollment;



<sup>1</sup> PSAT/NMSQT is a registered trademark of the College Board and the National Merit Scholarship Corporation.

- iv. Encourage students to strive for high AP achievement and to take advantage of opportunities for additional support that might be available at the school (e.g. tutoring, study sessions);
- v. Ensure low-income students are taking advantage of available federal funding for their AP exams; and
- vi. Engage in an evaluation of this pilot program to determine lessons learned and to shape the program for the future.

The College Board will evaluate the extent to which the goals and objectives are achieved following the implementation of the new AP courses.

#### **IV. Term**

- A. For schools that will begin new AP courses in Fall 2012, the term of this MOU will be May 1, 2012 – July 1, 2015. This covers time in 2012 for planning, teacher PD, and three years of offering the new AP courses. This will be followed by an evaluation using student and teacher data that will be made available to the College Board.
- B. For schools that will begin new AP courses in Fall 2013, the term of this MOU will be January 1, 2013 – July 1, 2016. This covers time in 2013 for planning, teacher PD, and three years of offering the new AP courses. This will be followed by an evaluation using student and teacher data that will be made available to the College Board.

#### **V. Responsibilities of the Parties**

##### **A. College Board Responsibilities**

- 1. To manage the program to ensure that each school is able to fully benefit. This may involve phasing financial support to enable the maximum number of schools to participate. To provide full-tuition funding for each teacher identified by the District as indicated in Attachment A to participate in this program to attend one College Board AP Summer Institute.
- 2. To provide some financial support for textbooks and materials to be administered through Donorschoose.org. Work with Donorschoose.org to make this a simple and straightforward process with support for teachers along the way.
- 3. To fully explain the program, provide support in planning the program implementation for the District and provide an email box to answer questions as they arise; to manage webinars and face-to-face orientation sessions.

##### **B. School/District Responsibilities**

It is the responsibility of District to implement the strategies and tools so as to achieve the goals of this project. District shall:

1. Use College Board's AP Potential data report to identify students with the potential to earn a qualifying score of 3 or higher based on each student's individual PSAT/NMQST score analysis;
2. Invite those students with AP high potential to enroll in AP courses in addition to establishing an overall enrollment policy that meets the needs of that school;
3. Offer new AP courses in the subject(s) listed in Attachment A for three consecutive years;
4. Develop and implement an action plan that will establish the process to offer the new AP courses in the subjects listed in Attachment A;
5. Identify teachers in Attachment A ("Participating AP Teachers") who will commit to:
  - i. Participate in an AP Summer Institute with their specific AP content area (e.g. register online, etc);
  - ii. Teach the AP courses as identified in Attachment A;
  - iii. Submit a syllabus for the AP Course Audit as required by the College Board's AP Program;
  - iv. Define the textbook and materials that will be needed for that AP course;
  - v. Submit a project proposal to the Donorschoose.org to secure funding for the textbook and materials;
  - vi. Hold an information session at the school to create awareness of the new AP course identified in Appendix A and existing AP courses among students and recruit students to enroll; and
  - vii. Encourage students to participate fully in AP, take advantage of tutoring and support that might be available, take the AP exam, and take advantage of federal funding for the exam for low-income students.
6. Provide feedback on the CAPE program as part of the evaluation; and
7. Execute (or cause to be executed) any standard agreements or other documentation required to be executed in the normal course of business by other schools using AP, PSAT/NMQST and any other College Board programs and services referenced hereunder supplied to District separately.

## **VI. Points of Contact**

All notices or other communications under this MOU shall be made to the parties at their respective addresses set forth below or such other addresses as may be later designated by such party to the other in writing:

### **To the College Board:**

The College Board  
45 Columbus Avenue  
New York, NY 10023  
Tel: (212) 713-8000  
Fax: (212) 713-7730  
Attention: Potoula Chresomales, CAPE Pilot

with a copy to:

Office of Legal Counsel  
The College Board  
45 Columbus Avenue  
New York, NY 10023  
Tel: (212) 713-8000  
Fax: (212) 713-8036  
Attention: General Counsel

**To District:**  
**Tracy Unified School District**  
**1875 West Lowell Avenue**  
**Tracy, California**  
**95376**

With a copy to:  
Cheryl Domenichelli  
Kimball High School  
3200 Jaguar Run  
Tracy, California  
95376

## **VII. Intellectual Property**

District agrees and acknowledges that all intellectual property provided under or pertaining to the MOU, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the District.

## **VIII. Miscellaneous Provisions**

**A. Waiver.** No provision of this MOU, or any breach of any provision of this MOU, may be waived unless the waiver has been expressly declared or recognized as a waiver in writing. No waiver of any breach of any provision of this MOU shall operate as a waiver of any other provision of this MOU or as a waiver of any subsequent breaches of the same or any provision of this MOU.

**B. Mutual Cooperation.** The College Board and DPS will cooperate with each other, reasonably and in good faith, for the purposes of facilitating the performance of their respective obligations and undertakings hereunder and to further the mission of CAPE Program.

**C. No Third Party Rights.** Nothing contained in this MOU, express or implied, establishes or creates any right in or remedy of, or any duty or obligation to, any third party.

**D. Severability.** In case any provision contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, such provision shall not affect any other provision of this MOU, and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included.

**E. Entire Agreement.** This MOU supersedes any prior oral and written proposals and communications between the College Board and DPS related to the CAPE program. This MOU may not be modified unless in writing and signed by both parties hereto.

**F. Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document.

Agreed upon this day \_\_\_\_\_, 2012

THE COLLEGE BOARD

By: \_\_\_\_\_

Trevor Packer

Title: Senior Vice President, College  
Readiness Systems

Kimball High School

By: 

Name: Casey Goodall

Title: Assistant Superintendent

## ATTACHMENT A

### Participating CAPE Program Schools, AP Subjects and AP Teachers

Participating Schools	AP Subject to be added	Date subject will begin to be taught	Name of Teacher
Kimball High School	Environmental Science	Fall 2012	Laurel Taylor
Kimball High School	French	Fall 2012	Rick Minarich



# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. Jim Franco, Superintendent  
**From:** *JS* Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**Date:** May 30, 2012  
**Subject:** **Approve Agreement for Special Contract Services with the Great Valley Writing Project for the 2012-2013 and 2013-2014 School Year Contingent upon Receipt of the Teacher-Based Reform (T-BAR) Grant**

**Background:** Five teachers ("the Team") in the History-Social Studies department at West High have applied for a Teacher-Based Reform (T-BAR) grant through the California Postsecondary Education Commission (CPEC). This grant was created to help teams of teachers design and implement their own inquiry projects in their classrooms and schools. Members of the Team have worked as a data team for three years and wanted to 1) find ways to improve students' academic literacy, especially with the new literacy demands in the California Common Core State Standards (CaCCSS); and 2) increase their teacher-research skills. Note that the Team represents a cross section of all three required History-Social Studies department courses (world history, US history and economics/government). Applicants will be informed of the T-BAR grant decision during the week of June 4 and if granted, funds will be available after June 22, 2012.

Over the years, the Team has received significant professional development in-service in the past from the Great Valley Writing Project (GVWP), Saturday Seminars, 4-week Summer Invitational Institutes, CPEC training at UC Merced, and more. Based on the focus of the T-Bar grant, the team would like to hire Teacher Consultants of the GVWP to provide professional development in-service demonstration lessons on academic literacy and carrying out teacher inquiry. GVWP is a local affiliate of the National Writing Project, a network that has worked on implementation of the CaCCSS for over two years now.

In the past, TUSD has contracted with GVWP to provide professional development services at Buy-Back Days at the elementary, middle, and high school levels. Two members of the Team are GVWP Teacher-Consultants who have provided GVWP services as TUSD employees. Note that over 20 TUSD teachers are currently GVWP Teacher-Consultants.

**Rationale:** West High has 1) increasing number of students who are learning English and 2) low numbers of students achieving Proficient or Advanced on the California Standards Tests in English and History-Social Studies. The new CaCCSS requires history teachers to increase their literacy instruction. The Team will carry out teacher-research to identify ways to improve students' academic literacy in history.



The Team will receive 10 in-services session of 2.5 hours each, to learn new strategies for increasing students' analytical reading and writing skills. GVWP Teacher-Consultants (TC), including TCs who are part of the writing project's Improving Students' Analytical Writing (ISAW) program, will deliver the demonstration lessons. All TUSD History-Social Studies teachers will be welcomed to attend these sessions.

The Team's work under this grant is aligned with the CaCCSS for college and career readiness. This supports Strategic Goal #1: Prepare all students for college and careers and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**Funding:** If funded, West High School will receive \$20,702.00 in June, 2012 for the two-year teacher-inquiry project. \$6,000.00 will be allocated for professional development in-service from the GVWP over the 2 year period. Hiring consultant services is contingent upon receipt of the grant.

**Recommendation:** Approve Agreement for Special Contract Services with the Great Valley Writing Project for the 2012-2013 and 2013-2014 School Year Contingent upon Receipt of the Teacher-Based Reform (T-BAR) Grant

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: ten (10) 2.5 hour sessions of professional development services (demonstration lessons on academic literacy in the two years of the grant (2012 – 2014)).
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 10 workshops (10 days at 2.5 hours each day) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Merrill F. West 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 \$ 600.00 per workshop DAY/FLAT RATE (circle one), not to exceed a total of \$ 6,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ 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 13, 2012, and shall terminate on June 5, 2014.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Debra Schneider at (209) 830-3700, ext. 3908 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**Tracy Unified School District**

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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# EDUCATIONAL SERVICES MEMORANDUM

**To:** Dr. Jim Franco, Associate Superintendent of Educational Services  
**From:** ~~Dr. Jim Franco~~ Dr. Sheila Harrison, Associate Superintendent for Educational Services and Human Resources  
**Date:** May 30, 2012  
**Subject:** **Approve Agreement for Special Contract Services with the U.C. Davis History Project for the 2012-2013 and 2013-2014 School Year Contingent upon Receipt of the Teacher-Based Reform (T-BAR) Grant**

**Background:** Five teachers ("the Team") in the History-Social Studies department at West High have applied for a Teacher-Based Reform (T-BAR) grant through the California Postsecondary Education Commission (CPEC). This grant was created to help teams of teachers design and implement their own inquiry projects in their classrooms and schools. Members of the Team have worked as a data team for three years and wanted to 1) find ways to improve students' academic literacy, especially with the new literacy demands in the California Common Core State Standards (CaCCSS); and 2) increase their teacher-research skills. Note that the Team represents a cross section of all three required History-Social Studies department courses (world history, US history and economics/government). Applicants will be informed of the T-BAR grant decision during the week of June 4 and, if granted, funds will be available after June 22, 2012.

Members of the Team have received effective professional development in-service in the past from the UC Davis History Project (UCDHP), Saturday Seminars, 4-week Summer Invitational Institutes, Buy-Back Days at TUSD, and more. The Team would like to hire Teacher Consultants of the UCDHP to provide professional development in-service demonstration lessons on academic literacy in history, especially related to the new CaCCSS. UCDHP, a California Subject Matter Project, has expertise in professional development for history teachers and has worked on implementation of the CaCCSS for over a year now in other districts in California. Their project on academic literacy in history has been a model project for this state and other states.

In the past, TUSD contracted with UCDHP to provide professional development services at a high school level Buy-Back Day. West High H-SS teachers consistently mention that training is one of the most effective professional development experiences in their work at TUSD. One Team member is a Teacher-Consultant of the UCDHP and can vouch for the rigor and depth of their work.

**Rationale:** West High has 1) an increasing number of students who are learning English and 2) low numbers of students achieving Proficient or Advanced on the California Standards Tests in English and History-Social Studies. The new CaCCSS requires history teachers to increase their literacy instruction. The Team will carry out teacher-research to identify ways to improve students' academic literacy in history.

The Team will receive 2 in-service sessions of 7.5 hours each, to learn new strategies for increasing students' analytical reading and writing skills in history. UCDHP Teacher-Consultants will deliver the demonstration lessons. All TUSD History-Social Studies teachers will be welcomed to attend these sessions.

The Team's work under this grant is aligned with the CaCCSS for college and career readiness. This supports Strategic Goal #1: Prepare all students for college and careers and Strategic Goal #7: Develop and utilize partnerships to achieve District goals.

**Funding:** If funded, West High will receive \$20,702.00 in mid-to-late June, 2012 for the two-year teacher-inquiry project. \$4550.00 for 2 days of professional development will be paid from the UCDHP grant.

**Recommendation:** Approve Agreement for Special Contract Services with the U.C. Davis History Project for the 2012-2013 and 2013-2014 School Year Contingent upon Receipt of the Teacher-Based (T-BAR) Grant

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: two full day (7.5 hours) sessions of professional development services (demonstration lessons on academic literacy in history-social studies); one day in each of the two years of the grant (2012 – 2014).
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 workshops (2 days at 7.5 hours each day) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Merrill F. West 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 \$ 2275.00 per workshop of 7.5 HOUR/DAY/FLAT RATE (circle one), not to exceed a total of \$ 4550.00. 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 \$\_\_\_\_\_ 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 13, 2012, and shall terminate on December 16, 2013.
5. This agreement may be terminated at any time during the term by either party upon 30 days written notice.
6. Contractor shall contact the District's designee, Debra Schneider at (209) 830-3700, ext. 3908 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

Contractor agrees to hold harmless and to indemnify District for:

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

Tracy Unified School District

\_\_\_\_\_  
Date

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

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

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

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

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

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

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# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 31, 2012  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Tomlin, Laurie

## BACKGROUND:

Axford, Laurie

Harrold, Brandi

Case, Leilani  
Cordisco, Monica  
Garcia, Rocio  
Gardner, Shazana  
Hudelson, Amber  
Lee, MaySue  
Mullen, Tyler  
Nunes, Laura  
Ryan, Myesha  
Webb, Justine

## CERTIFICATED MANAGEMENT

Head Counselor (Replacement)  
West High School  
LMP, Class 11, Step F  
\$85,559.52  
Funding: General

## CERTIFICATED

4<sup>th</sup> Grade (Replacement)  
McKinley School  
Class VI, Step 9, "B"  
\$61,913.00  
Funding: General

Elementary Multiple Subject Position  
(Location/Assignment TBD)  
Effective July 1, 2012

2012-2013 Layoff Rescinded  
2012-2013 Layoff Rescinded  
2012-2013 Layoff Rescinded  
2012-2013 Layoff Rescinded  
2012-2013 Layoff Rescinded  
2012-2013 Layoff Rescinded  
2012-2013 Layoff Rescinded  
2012-2013 Layoff Rescinded  
2012-2013 Layoff Rescinded  
2012-2013 Layoff Rescinded

**BACKGROUND:**

Borres, Flora

Conkey, Gigi

Kellogg, Alexander

Santiago, Clifford

Silva-Soares, Emanuel

Ventura-Santis, Edgar

**CLASSIFIED**

Food Service Worker (Replacement)  
\*Filled by current TUSD employee  
Poet Christian School  
Range 22, Step E - \$14.37 per hour  
3 hours per day  
Funding: Child Nutrition-School Program

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

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

Utility Person II (Replacement)  
\*Filled by current TUSD employee  
Stein Continuation High School  
Range 35, Step D - \$18.58 per hour  
8 hours per day  
Funding: Pupil Retention Block

Mechanic (Replacement)  
Transportation  
Range 49, Step A - \$22.43 per hour  
8 hours per day  
Funding: General Fund 30%; Transportation  
Home to School 35%; and Transportation  
Special Ed 35%

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

**BACKGROUND:**

Smith, Sheryl

**CLASSIFIED/CONFIDENTIAL  
MANAGEMENT**

Administrative Secretary to the Associate  
Superintendent for Business Serv. (Replacement)  
\*Filled by current TUSD employee  
DEC/Business Services  
Range 14, Step A - \$23.61 per hour  
8 hours per day  
Funding: General Fund

**BACKGROUND:**

King, Dwight "Dave"

**COACHES**

Assistant Freshman Football  
Kimball High School  
Stipend: \$3,896.19

Searle, Christopher

Sophomore Volleyball  
Kimball High School  
Stipend: \$3,896.19

Swanson, Jeannie

Freshman Girls' Basketball  
Kimball High School  
Stipend: \$3,245.36

**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:** ~~Dr.~~ Sheila Harrison, Assistant Superintendent of Educational Services  
& Human Resources  
**DATE:** May 31, 2012  
**SUBJECT:** Accept Resignations/Retirements/Leave of Absence for Classified,  
Certificated, and/or Management Employment

**BACKGROUND:**

**CERTIFICATED MANAGEMENT  
RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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None.

**BACKGROUND:**

**CERTIFICATED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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None.

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Bush, Breana 7 <sup>th</sup> Math	Kelly	06/01/12	Personal
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Tallman, Larry Science	West High	06/03/12	Personal
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**BACKGROUND:**

**CLASSIFIED RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
-------------------	-------------	---------------------------

None.

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Khaliq, Saba School Supervision Assist.	Villalovoz	06/01/2012	Personal
Borres, Flora Food Service Worker	South/WP	05/28/2012	Accepted 3 hour FSW position at Poet
Carter, Lynette Para Educator I	Bohn	06/02/2012	Pursue teaching position
Geibig, Justin School Supervision Assist.	WMS	06/01/2012	Accepted position with City of Tracy Parks
Goolsby, Tara Food Service Worker	Art Freiler	06/01/2012	Personal
Santiago, Clifford Utility Person II	KHS	05/22/2012	Accepted Utility Person II position at Stein H.S.
Smith, Sheryl H.S. Admin. Secretary	KHS	05/25/2012	Accepted Admin. Secretary position to Assoc. Supt. for Business Services

**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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *AK* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** June 1, 2012  
**SUBJECT:** Approve the Continued Participation in the San Joaquin County Office of Education Teacher Apprentice Program

**BACKGROUND:** With the implementation of the NCLB Highly Qualified Teachers requirements, the shortage of mathematics teachers in the San Joaquin County, the state of California, and the nation has increased. Teachers of mathematics in grades 7-12 must now hold a single subject credential in mathematics and meet all requirements to become "highly qualified" under NCLB. In order to ensure that Tracy Unified can hire qualified mathematics teachers in the coming years, the District would like to continue the mathematics teacher apprentice program offered through the San Joaquin County Office of Education.

**RATIONALE:** The Teacher Apprentice Program (TAP) will recruit current Tracy High School juniors who are strong in math and have an interest in becoming teachers. The TAP students will commit to using an elective period during their senior year to work as an apprentice with a skilled math teacher. Upon graduation from Tracy High School, these students will enroll in San Joaquin Delta College, enter the IMPACT Paraprofessional Teacher Training Program (PTTP) and be employed as 2-hour math paraprofessionals with the Tracy Unified School District. The IMPACT Paraprofessional Teacher Training Program will provide these students with full tuition during their four years at Delta College and UOP. After completing Bachelor's Degree in Mathematics, the TAP students will enter the Project IMPACT Teacher Intern Program at the San Joaquin County Office of Education and be hired as math teachers with the Tracy Unified School District. The State of California requires one year of teaching for each year of financial support from PTTP. The commitment to teaching for TAP graduates will be 6 years. There are currently six (6) students from Tracy High School who are now enrolled in the Paraprofessional Teacher Training Program at Delta College.

This item meets Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

**FUNDING:** The cost of the Program will continue to be funded by the District's unrestricted general fund.

**RECOMMENDATION:** Approve the Continued Participation in the San Joaquin County Office of Education Teacher Apprentice Program

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



San Joaquin County Office of Education  
Mick Founts, Superintendent of Schools

## **San Joaquin County Teacher Development Teacher Apprentice Program Agreement 2012-2013**

- I. This Agreement is for the purpose of defining roles and responsibilities for the coordination of the Teacher Apprentice Program (TAP). TAP is operated through the San Joaquin County Office of Education (SJCOE), Teacher Development Department under the direction of Catherine Kearney, Ed. D.
- II. Teacher Apprentice Program District Partner:  
  
**Tracy Unified School District (TUSD)**
- III. The services to be rendered and the terms and conditions of this agreement are as follows:
- A. SJCOE Teacher Development shall:**
1. Coordinate TAP Program with THS contact person.
  2. Recruit up to five seniors to participate as math apprentices in the 2012-2013 school year.
  3. Identify Elizabeth Asplund and Carol Brigham as TAP Advisors who will provide ongoing advisement throughout high school and college. (*see attachment B for description of responsibilities*)
  4. Act as liaison with Delta Community College and the University of the Pacific in designing a course of study for TAP participants.
  5. Provide access to California Paraprofessional Teacher Training Program funds for tuition and books for TAP participants.
  6. Secure placement in IMPACT District Intern Program upon employment as a teacher of record with TUSD.
  7. Provide ongoing communication and progress reports to TUSD Human Resource Department.
  8. Provide ongoing support and advisement to TAP participants until they have completed or withdrawn from the program
- B. The District Partner shall:**
1. Identify coordinator/contact person at Tracy High School (*see attachment A for description of responsibilities*).
  2. Establish paraprofessional positions for 2013 TAP graduates beginning in SY 2013-2014 and continuing until through SY 2016-17.
  3. Upon TAP participants' successful completion of a bachelor's degree and meeting other eligibility requirements, interview TAP graduates for

SY 2017-18 mathematics teaching positions and make employment offers in Spring 2015 **if possible**.

**IV. Approval and Modification of the Agreement**

- A. Approval of this agreement shall remain in effect until rescinded by the governing board or designee of a participating program prior to June 30 of any year. *All TAP participants partially completed must be provided with remainder of program within the original agreement.*

**V. Approval for participating as Teacher Apprentice District Partner.**

The Tracy Unified School District agrees to all conditions stated in the above San Joaquin County Teacher Apprentice Program Agreement.

Signed:

\_\_\_\_\_  
James Franco  
Tracy Unified School District Superintendent

Date: \_\_\_\_\_

Signed:

\_\_\_\_\_  
Mick Founts  
San Joaquin County Office of Education Superintendent

Date: \_\_\_\_\_

The Contact Person for Tracy High School is:

Richard Newton  
[rnewton@tusd.net](mailto:rnewton@tusd.net)





## Attachment A

### Roles and Responsibilities of High School Contact Person:

- Match Teacher Apprentice (student) to Master Teacher.
- Adjust students' schedules to accommodate match. Whenever possible assign TAP students to Algebra I or other classes in which the age difference is the greatest.
- Communicate regularly with SCJOE TAP advisor.
- Distribute flyers, applications, and other program documents to students and teachers as needed.
- Participate in annual evaluation process.



## Attachment B

### Roles and Responsibilities of SJCOE TAP Advisor:

- Communicate regularly with High School Contact Person.
- Recruit potential TAP Participants.
- Review applications; assist with selection process.
- Facilitate TAP Participant meetings once each month. Act as liaison between school, master teacher, county office of education as needed.
- Communicate with TAP Master Teachers.
- Monitor student progress in meeting benchmarks.
- Facilitate training and orientation for participants as they move from high school to Delta Community College.
- Participate in annual evaluation process.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources  
**DATE:** June 1, 2012  
**SUBJECT:** Ratify Employment of 2012 Summer School Staff

**BACKGROUND:** Applications for summer school were received from staff, and interviews were conducted for the 2012 summer school session. Assignments for the 2012 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made. This agenda item needs to be ratified due to the finalizing of student enrollment and staffing needs for summer school.

This agenda item meets Strategic Goal #1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap. This agenda item also meets Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

**FUNDING:** Summer School Funding

**RECOMMENDATION:** Ratify Employment of 2012 Summer School Staff

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

Summer School Staff  
2012

Last	First	Category	Position Hired For	Approximate Salary
Abed	Josephina	Classified	Kinder Bridge Para Educator	\$ 421.96
Abney-Xureb	Karen	Certificated	Kinder-Bridge Program	\$ 1,182.60
Aranda	Charmaine	Classified	HS Attendance Clerk	\$ 2,437.88
Austin	Lisa	Classified	Para Educator	\$ 1,582.35
Badiyo	Destinee	Classified	Para Educator	\$ 1,114.35
Bailey	Jeanne	Classified	Para Educator	\$ 1,898.40
Baker	Terri	Classified	Para Educator	\$ 1,854.00
Baltazar	Anna	Certificated	Special Education 4-5	\$ 3,794.18
Berlin	Gina	Certificated	Special Education Pre-K	\$ 3,794.18
Buksh	Shahieda	Classified	Para Educator	\$ 1,582.35
Butler	Geraldine	Classified	Food Service Worker	\$ 689.76
Carlfeldt	Cindy	Certificated	English Learners Program	\$ 4,221.23
Carlson	Sarah	Certificated	Kinder-Bridge Program	\$ 1,182.60
Carpenter	Roberta	Classified	Para Educator	\$ 1,808.40
Castelhano	Janet	Classified	Food Service Worker	\$ 1,077.75
Cauble	Christa	Certificated	English Learners Program	\$ 4,221.23
Cody	Julie	Certificated	Migrant Education (Math)	\$ 3,794.18
Dander	Liane	Classified	Para Educator	\$ 1,808.40
Demarest	Christina	Certificated	Kinder-Bridge Program	\$ 1,182.60
Dituri	Donna	Certificated	ILC	\$ 4,336.20
Eaton	Liz	Classified	Food Service Worker	\$ 2,011.80
Gaydaosh	Cheryl	Classified	Para Educator	\$ 1,622.25
Gill	Ranvir	Certificated	Biology (Credit Recovery)	\$ 4,336.20
Golfo	Jo-Anni	Certificated	Elem. Special Education	\$ 3,794.18
Green	Jamie	Classified	Food Service Worker	\$ 1,508.85

Summer School Staff  
2012

Last	First	Category	Position Hired For	Approximate Salary
Grimes	Christine	Classified	Para Educator	\$ 1,441.65
Harris	Michelle	Classified	Para Educator	\$ 361.68
Hartman	Susan	Classified	Para Educator	\$ 1,582.35
Hilliard	Mythesis	Classified	Para Educator	\$ 1,508.85
Hoerth	Sheri	Certificated	Kinder-Bridge Program	\$ 1,182.60
Horabuena	Gloria	Classified	Para Educator	\$ 1,701.00
Hughes	Melissa	Certificated	Migrant Education (Math)	\$ 3,794.18
James	Theresa	Certificated	Trigonometry	\$ 985.50
Juarez	Nina	Classified	Para Educator	\$ 2,390.40
Kalnins	Paul	Certificated	Algebra (Credit Recovery)	\$ 4,336.20
Karim	Shameram	Certificated	Administrator	\$ 6,149.52
Kassel	Jennifer	Certificated	English Learners Program	\$ 4,221.23
Khuon	Tida	Certificated	Special Education - Young Adult SH	\$ 4,468.20
Lee	Kenneth P.	Certificated	ILC	\$ 4,336.20
Ligon	Doniesha	Classified	Para Educator	\$ 1,808.40
Lopez	Manuel	Certificated	Special Education/Credit Recovery-HS	\$ 4,336.20
McIntyre	Sharelle	Classified	Para Educator	\$ 1,313.55
Mendoza	Maria	Classified	Para Educator	\$ 1,724.40
Miller	Julie	Classified	Food Svc. Supervisor	\$ 3,585.40
Miranda	Leila	Certificated	Special Education 2-3	\$ 3,794.18
Mireles-Jacinto	Brenda	Certificated	Special Education Pre-K	\$ 3,794.18
Mota	Esmeralda	Classified	Para Educator	\$ 545.44
Muzzi	Rosa	Classified	Para Educator	\$ 1,661.10
Navarro	Mariam	Classified	Elem Attendance Clerk	\$ 2,000.13
Pederson	Valerie	Classified	Para Educator	\$ 1,854.00

Summer School Staff  
2012

Last	First	Category	Position Hired For	Approximate Salary
Pekari	Laura	Classified	Para Educator	\$ 344.88
Pemberton	Christine	Classified	Para Educator	\$ 1,779.75
Philpott Cefalo	Jamie	Classified	Para Educator	\$ 1,622.25
Sailsbery	Tiffany	Certificated	Special Education 5-8	\$ 3,794.18
Saldanha	Judith	Certificated	Special Education/Credit Recovery-HS	\$ 4,336.20
Scanlon	Candelaria	Certificated	English Learners Program	\$ 4,221.23
Scholes	Ian	Classified	Food Service Worker	\$ 1,032.41
Snyder	Annie	Classified	Para Educator	\$ 1,582.35
Stewart	Jessica	Classified	Food Service Worker	\$ 2,137.54
Swaney	Alicia	Classified	Food Service Worker	\$ 1,423.01
Tanner	Rich	Certificated	Algebra Academy	\$ 3,794.18
Tavares	Bernadete	Certificated	Special Education - High School SH	\$ 4,336.20
Thomas	Crystal	Certificated	Special Education K-1	\$ 3,794.18
Vela Telles	Anaiese	Classified	Para Educator	\$ 432.60
Vik	Marlene	Classified	Para Educator	\$ 421.96
Westcott	Misty	Certificated	Migrant Education (Math)	\$ 3,794.18
Williams	Jennifer	Classified	Para Educator	\$ 1,441.65
Harris	Diane	Certificated	SLP	Pd on Time Sheet
Heller	Jamie	Certificated	SLP	Pd on Time Sheet



# HUMAN RESOURCES

**TO:** Dr. James Franco, Superintendent  
**FROM:** *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 4, 2012  
**SUBJECT:** Ratify Agreement for Special Contract Services for Assistant Baseball Coach Steve Alkire for the 2011-2012 Spring Season

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

**RATIONALE:** Steve Alkire is uniquely qualified to assist and enhance the baseball program at Tracy High School. He has extensive baseball experience as a player and also as a coach. The experience and enthusiasm he brought to the players assisted with the overall success and safety of the program. His duties consisted of assisting with daily practice, game management, scouting, and fundraising. This agenda item needs to be ratified as the head coach was unaware of the Board procedures.

**FUNDING:** The stipend will be paid by the District and reimbursed by the Tracy High School ASB account and will not exceed \$2000.00.

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

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Assistant Baseball Coach Steve Alkire for the 2011-2012 Spring Season

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

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: **Assist with the coaching of the Tracy High Varsity Baseball Team** including practices, tournaments, and fundraisers.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of **February 10, 2012 to May 30, 2012**
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$2000.00 FLAT RATE (Flat Rate/Hourly), not to exceed a total of \$2000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District [ ] SHALL; [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
  - C. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, [ X ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a "Invoice of Non-Employee Consultant Services". Original paid receipts are required for lodging, airfare (passenger coupon or ticket stub), automobile rental and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The term of this agreement shall commence on 2-10-2012, and shall terminate on 5-30-2012.
5. This agreement may be terminated at any time during the term by either party upon N/A ( 0 ) days written notice.
6. Contractor shall contact the District's designee, Victor Alkire, 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:

Stephen Alkire  
Consultant Signature (1)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

5/21/12  
Date

Assistant Coach  
Title

\_\_\_\_\_  
Account Number to be charged

3641 James W. Smith Corp  
Address

Tracy, CA 95377  
City/State/Zip

(209) 914-0887  
Phone Number

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

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

Send All Copies to the Business Office


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

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Glenda Borejko Page 2 03/10/1998



# HUMAN RESOURCES

**TO:** Dr. James Franco, Superintendent  
**FROM:**  Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 4, 2012  
**SUBJECT:** Ratify Agreement for Special Contract Services for Assistant Track Coach Sam Cavallaro for the 2011-2012 Spring Season

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

**RATIONALE:** Sam Cavallaro is uniquely qualified to assist and enhance the track program at Tracy High School. He has extensive track and weightlifting experience as an athlete (Sam is a former NCAA All-American for the University of Arizona.), and also has coached past stated meet qualifiers. The experience and enthusiasm he brought to the players assisted with the overall success and safety of the program. His duties consisted of assisting with daily practice, weight room management, scouting and athlete supervision. This agenda item needs to be ratified as the head coach was unaware of the Board procedures.

**FUNDING:** The stipend will be paid by the District and reimbursed by the Tracy High School ASB account and will not exceed \$1000.00.

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

**RECOMMENDATION:** Ratify Agreement for Special Contract Services for Assistant Track Coach Sam Cavallaro for the 2011-2012 Spring Season

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

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Sam Cavallaro, 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 w/ ALL ASPECTS OF THE TADAMS & STUDENT MANAGEMENT IN TRAC.
2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 4 (Four) HOURS/DAY(s) (circle one), under the terms of this agreement at the following location 315 E. 11<sup>th</sup> ST.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay \$ 1000 per HOUR / DAY FLAT RATE (circle one), not to exceed a total of \$ 1000. 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 6 FEB, 2012, and shall terminate on 2 JUNE, 2012.
5. This agreement may be terminated at any time during the term by either party upon 15 (15) days written notice.
6. Contractor shall contact the District's designee, GAIL HENDERSON at (209) 830-3360, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.


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

Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

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

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

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Title ASSISTANT TRACCO COACH

\_\_\_\_\_  
Title 2442 Regal Dr

\_\_\_\_\_  
Address Union City, LA 94587

\_\_\_\_\_  
City/State/Zip 209 609 1828

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

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

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Account Number to be charged \_\_\_\_\_

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

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

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

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 1, 2012  
**SUBJECT:** Ratify Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School (KHS) During the Summer 2012 and the 2012-2013 School Year

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

**RATIONALE:** Damio Towkaniuk is currently a teacher and a volunteer coach at Kimball High School and is uniquely qualified to assist and enhance the weightlifting program. Mr. Towkaniuk's extensive experience and enthusiasm will ensure the overall success and safety of the program. His duties will include supervising athletes while weightlifting during the 2012 summer. He will also supervise athletes before, during and after school for the fall, winter and spring athletic seasons of the 2012-2013 school year. This agenda item needs to be ratified as the services of the coach begin prior to the June 12, 2012 board meeting.

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

**FUNDING:** Expenses for the weightlifting assistance will be paid by the District and reimbursed by the Kimball High School Associated Student Body account. Expenses will not exceed \$4,500.00 for the 2012-2013 school year.

**RECOMMENDATION:** Ratify Special Contract Services for Weightlifting Assistance for the Athletic Program at Kimball High School (KHS) During the Summer 2012 and the 2012-2013 School Year

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

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

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This Agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Damio Tarkaniuk, 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: Train the Sophomore and Varsity basketball and football teams in the weight room.

2. Contractor will provide the above service(s), as outlined in Paragraph 1, for a period of up to a total of 2012/13 school yr HOURS/DAY(s) (circle one), under the terms of this agreement at the following location Kimball High School.

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

A. District shall pay \$ 4,500.00 per HOUR/DAY (FLAT RATE) (circle one), not to exceed a total of \$ 4,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

B. District [ ] SHALL; [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals, and lodging at rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ \_\_\_\_\_ for the term of this agreement.

C. District shall make payment on a [ ] MONTHLY PROGRESS BASIS, Prorated per season ~~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 June 4, 2012 and shall terminate on May 31, 2013.

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

6. Contractor shall contact the District's designee, \_\_\_\_\_ at (209) \_\_\_\_\_, with any questions regarding performance of the service outline above. District's designee shall determine if and when Contractor has completed the services described.


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


Contractor agrees to hold harmless and to indemnify district for:

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

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

AGREED:

  
 Consultant Signature (1)  
 Social Security Number or TIN number (2)  
 4/30/12  
 Date  
 Teacher/Strength Coach  
 Title  
 2471 Garrett Ct.  
 Address  
 Tracy, CA 95377  
 City/State/Zip  
 (209) 832-9922  
 Phone Number

  
 Tracy Unified School District  
 5/30/12  
 Date  
 Principal  
 Title  
 ASB  
 Account Number to be billed  
 Department/Site Approval  
 Budget Approval  
 Date Approved by the Board

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



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** *JS* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 16, 2012  
**SUBJECT:** Approve Stanislaus County Office of Education MOU for Internship Program

**BACKGROUND:** Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. An additional contract with Stanislaus County Office of Education will expand options for meeting staffing needs.

**RATIONALE:** By adding the Stanislaus County Office of Education Internship Program, the District will expand its pool of applicants and thus increase the number of applicants who will meet the "Highly Qualified Teacher" guidelines of "No Child Left Behind."

**FUNDING:** None.

**RECOMMENDATION:** Approve Stanislaus County Office of Education MOU for Internship Program.

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



# **Stanislaus County Office of Education**

## **Learning to Teach Continuum Programs**

### **District Memorandum of Understanding**

Districts utilizing the Stanislaus Learning to Teach Continuum Programs (BTSA Induction, SpEd Induction, Special Education Intern Programs, Special Education Added Authorization Programs et. al.) are co-sponsors of the programs and, as such, have certain responsibilities in regards to the effective implementation of these programs and their ability to recommend candidates for the appropriate professional credential and/or authorizations.

#### **Learning to Teach Continuum: BTSA Induction and SpEd Induction**

##### **District responsibilities include:**

- 1) designating a primary contact person from the district to the program to serve as a District Coordinator (DC) and designating a Lead Support Provider (Lead SP) according to specified program criteria. One person may hold both titles or a consortium of small districts may designate one District Coordinator and Lead Support Provider to serve several small districts. The program will fund a stipend for one Lead Support Provider per district.
- 2) communicating with eligible candidates at the point of hiring that they must enter an approved induction program within 60 days of the start of the teaching contract and that they must complete a two-year induction program to be recommended for a professional credential.
- 3) informing eligible candidates in writing of the completion requirements of the Stanislaus induction program.
- 4) providing eligible candidates with information regarding dates of induction events.
- 5) identifying eligible candidates to the program leadership prior to their participation in induction.
- 6) selecting and providing stipends to suitable Support Providers (SPs) from within or with out the district for participants according to specified criteria. (contact program staff for names of suitable out of district SPs if needed.)
- 7) pairing Participating Teachers (PTs) with Support Providers according to program-specified ratios (no more than three for a full-time teacher Support Provider, no more than twenty-three for a full-time released Support Provider (with commensurate ratios for part-time teacher Support Providers) taking into consideration like credential, grade or content expertise, geographic proximity, and track schedules. The pairing will be completed within the first 30 days of initial teacher participation in the induction program.
- 8) assessing or responding to information about the success of the pairing and having a plan for reassignment, if necessary. Participating Teachers will have input regarding the pairing and the district will retain only those SPs who are successful.
- 9) assigning new site administrators (with participating teachers on site) to attend one half day Administrators' Academy Breakfast.
- 10) responding to program and state requests for evaluation of the program through the annual state survey.

N/A

N.A

- 11) providing representation at all of the advisory council meetings including participating in program evaluation through ensuring district representation at the FAB Binder Read, advisory council evaluation meeting and accreditation interviews (every seven years), and responding to surveys and questionnaires.
- 12) providing substitute release time for:
  - PTs (unless participants choose Saturday event options) to ensure that participating teachers have the opportunity to complete the induction program's requirements for the recommendation for a professional clear credential.
  - and for support providers (if SPs are full time teachers) to complete observations and complete the plan, teach, reflect, apply cycle.
- 13) ensuring that every participating teacher in his or her first year on site or in the district is provided with an orientation for new teachers to the school site that includes policies, procedures, and site resources. Providing candidates with information about:
  - accident prevention strategies on site
  - school's crisis response plan (including procedures for responding to emergency health situations, procedures for contacting staff identified as first aid and CPR certified, and any conflict resolution strategies or techniques for defusing potentially violent situations)
  - school policies regarding accessing health and mental health resources
  - adopted health curriculum
  - state and local policy regarding permitted health topics, family life and sex education, and procedures for notifying parents, and parents' rights regarding instruction in health
  - state and federal reporting requirements relating to child abuse and neglect
  - guidelines for accessing and using outside speakers
  - adopted instructional program for the teaching and support of English language learners
  - referring students for special education services
  - district retention and promotion policies
- 14) providing candidates with student data from the STAR (CST performance levels, CMA, CAPA) CAHSEE, CELDT.
- 15) acknowledging that candidates will pay tuition/fees *if applicable* during their enrollment in the program and that credential recommendations cannot be made until all tuition/fees are paid in full.

### **Learning to Teach Continuum: Special Education Intern Programs**

#### **District responsibilities include:**

- 1) compensating the intern candidate appropriately for full-time employment based on the salary paid to a regularly certificated teacher.
- 2) acknowledging that candidates will pay tuition/fees during their enrollment in the program and that credential recommendations cannot be made until all tuition/fees are paid in full.
- 3) responding to requests for data as needed for the reporting requirements of the California Commission on Teacher Credentialing.

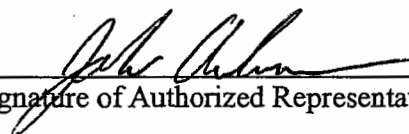
- 4) providing representation at all of the advisory council meetings.
- 5) allowing, after parent permission is granted, the practicum supervisor to observe the candidate during an IEP meeting, or failing that, to debrief with a participating district administrator who was present at a recent IEP meeting conducted by the candidate.
- 6) agreeing to not displace appropriately placed certificated district employees with mild/moderate or moderate/severe special education intern candidates enrolled in the Program.
- 7) assigning the intern candidate to a special education position appropriate to the mild/moderate or moderate/severe credential sought and giving an assignment such that she/he will be able to attend classes and complete the requirements of the intern programs. To the extent possible and in accordance with the district bargaining unit guidelines, the district agrees to assign minimal extra/co-curricular activities to the intern (e.g. coaching, newspaper, yearbook, safety patrol, etc.) in order to attend classes on time and complete program requirements.
- 8) a) selecting a peer coach, stipending the peer coach, and providing any substitute release time to train the peer coach and for the peer coach to conduct observations as needed. b) assigning a peer coach, whenever possible, from the same site and/or with a corresponding mild/moderate or moderate/severe education specialist credential or its equivalent. c) assigning a peer coach in a timely way, preferably before the school year with students begins. d) maintaining a ratio of no more than five interns to one peer coach.
- 9) honoring the confidentiality between intern and peer coach while monitoring the contact and effectiveness of the peer coach.
- 10) addressing issues regarding a peer coach in a timely way and having a plan for intervention or reassignment, if necessary.
- 11) requiring an assigned site administrator to conduct a minimum of two observations per year using the intern program-provided forms and discussing the progress of the intern with the program-assigned practicum supervisor.
- 12) monitoring and ensuring site administrator's completion of observations as needed and informing the intern program of any concerns regarding the intern candidate's professional practice.
- 13) acknowledging that the credential recommendation is jointly made between the district and the intern program and that employment decisions, such as continuing employment and tenure decisions, are separate from credentialing decisions. In the instance when an intern candidate is no longer employed by the district for whatever reason, the program will make the recommendation for the appropriate credential if the candidate has successfully completed the intern program.
- 14) acknowledging that should a candidate not fulfill the completion requirements of the program including timely payment of tuition, the program may drop the candidate, thereby creating employment issues for the district. However, the program will consult with appropriate district staff and the candidate prior to the decision.
- 15) recognizing units earned in the program and compensating the candidate in the manner normally provided to all district teachers.

**District Statement about the availability of credentialed candidates for special education teaching assignments:**

*The district has, in good faith, sought credentialed candidates for its positions requiring a mild/moderate or moderate/severe education specialist credential. District personnel have advertised widely, attended job fairs, and sought candidates through connections with local IHE's. The shortage of such candidates has forced the district to employ candidates on temporary emergency permits in the past.*

- ☒ I agree with the district statement above concerning the availability of candidates already credentialed to teach classrooms requiring mild/moderate or moderate/severe education specialist credentials.
- ☐ I do not agree with the district statement above concerning the availability of candidates already credentialed to teach in classrooms requiring mild/moderate or moderate/severe education specialist credentials.

Tracy Unified  
District name

  
Signature of Authorized Representative of Certificated Bargaining Unit

5/15/12  
Date

John Anderson, President of Tracy Educators Assoc.  
Printed or typed name and title

**Learning to Teach Continuum:  
Special Education Added Authorization Programs**

**District responsibilities include:**

- 1) acknowledging that candidates will pay tuition/fees during their enrollment in the added authorization program and that recommendations cannot be made until all tuition/fees are paid in full.
- 2) recognizing units earned in the added authorization program and compensating the candidate in the manner normally provided to all district teachers.
- 3) allowing the program-assigned practicum supervisor to observe the candidate in the classroom setting and to debrief with a site/district administrator regarding the candidate's professional practice.

*The district will choose one option below regarding the establishment of an automatic deduction from the candidate's payroll for the purpose of making tuition/fee payments to SCOE's Learning to Teach Continuum Programs:*

- ☐ OPTION ONE: The district will allow a candidate to establish an automatic deduction from district payroll upon enrollment in the program(s) and will continue until the sum total of the program(s) has been paid.
- ☐ OPTION TWO: The district will allow an automatic deduction only when a candidate has fallen into arrears with the program(s) to ensure that the candidate may continue in the program(s), receive official transcripts for the purpose of moving across the district's pay scale, and receive a recommendation for a credential or added authorization upon completion of the program(s).
- ☒ OPTION THREE: Under No Circumstances will the district allow an automatic deduction to be established. The district recognizes that when a candidate has fallen into arrears with the program(s), the candidate may not be allowed to progress through the program(s), thereby endangering his/her credential status, and may not be recommended for his/her credential/added authorization upon successful completion of the program(s). The district acknowledges this might create an employment issue for the district.

The signatures below indicate that the district has agreed to the conditions of the MOU and will act as co-sponsors until such time as either the district or the programs terminates the agreement in writing.

Tracy Unfried  
District name

5.12.12  
Date

\_\_\_\_\_  
Signature of District Superintendent or designee

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Signature of District Board President (Optional)

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Signature of SCOE Assistant Superintendent

Susan L. Rich  
Printed or typed name





# ADMINISTRATIVE SERVICES MEMORANDUM

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**TO:** Board of Education  
**FROM:** Dr. James C. Franco, Superintendent  
**DATE:** May 24, 2012  
**SUBJECT:** Adopt Resolution #11-26 Specifications of the Election Order

**BACKGROUND:** The Tracy Unified School District Board of Education at the meeting of June 12, 2012, must vote to consolidate board member elections with general elections.

**RATIONALE:** In order to participate in a consolidated election with San Joaquin County, the Board of Trustees must pass a resolution to do so. In effect, this resolution places the election of Trustees on the General Election Ballot of November 6, 2012.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt Resolution #11-26 Specifications of the Election Order.

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



**BEFORE THE BOARD OF TRUSTEES OF THE  
TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION # 11-26**

**SPECIFICATIONS OF THE ELECTION ORDER**

**WHEREAS**, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district; and

**WHEREAS**, the governing board member election shall be held on Tuesday, November 6, 2012; and

**WHEREAS**, the purpose of the election is to elect three (3) members of the Governing Board of the Tracy Unified School District, in San Joaquin County, as follows:

Three (3) Trustees – area at large – four year term

**WHEREAS**, the Clerk or Secretary of the Governing Board shall deliver, not less than 123 days prior to the date set for the election, two copies of this Resolution and Order to the County Superintendent of Schools and one copy to the officer conducting the election.

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the Tracy Unified School District of San Joaquin County, being the Board authorized by law to make the designations therein, certifies the Specification of the Election Order as presented.

**APPROVED AND ADOPTED**, this 12th day of June, 2012 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Trustees  
Tracy Unified School District

ATTEST:

\_\_\_\_\_  
Secretary, Tracy Unified School District



# BUSINESS SERVICES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** Dr. Casey Goodall, Associate Superintendent for Business Services  
**DATE:** June 17, 2011  
**SUBJECT:** Adopt Resolution No. 11-27 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent for Business Services

**BACKGROUND:** The Board approved has approved resolutions each year since June 2006 designating the Associate Superintendent of Business Services to act on behalf of the governing Board to approve Notice of Completions, approve change orders, sign contracts, and accept and/or reject bids. Based on our need to act on construction projects in a timely manner, we are requesting that the Associate Superintendent of Business Services be authorized to act on behalf of the governing Board on matters pertaining to the acceptance and or rejection of bids for goods and services, the execution of contracts on behalf of the District, the execution of contract/agreements with consultants and contractors selected on a qualifications based criteria, and to approve Notice of Completions and Change Orders. This year, the Facilities Department is expecting to award several contracts, primarily in order to start summer work on Measure E projects including the award of the Lease-leaseback contract for the Tracy High School Stadium project, the re-roofing of the THS gymnasium, and the EMS system in the gymnasium. Two Board members will be contacted for approval on items over \$50,000.

**RATIONALE:** This will allow the Facilities Development Department to continue to accept bids, enter into contracts, enter into agreements based upon qualifications, close projects and make payments in a timely manner.

**FUNDING:** Various funding sources including: Deferred Maintenance, State School Facility Program, Unrestricted Facilities General Fund, Redevelopment, and Local Bonds.

**RECOMMENDATION:** Adopt Resolution No. 11-27 Authorizing the Governing Board to Delegate Powers to the Associate Superintendent of Business Services

**Prepared by:** Bonny Carter, Director of Facilities and Planning





## RESOLUTION NO. 11-27

### **RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY UNIFIED SCHOOL DISTRICT AUTHORIZING THE GOVERNING BOARD TO DELEGATE POWERS TO THE ASSOCIATE SUPERINTENDENT OF BUSINESS SERVICES**

WHEREAS, Education Code section 35161, allows the governing board of any school district to delegate the execution of the powers delegated to it by law to the board or the district of which it is the governing board, to an officer or employee of the district;

WHEREAS, Education Code section 17604, provides for the power to contract invested in the governing board by education code to be delegated to the superintendent or any persons that he or she may designate;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **rejecting** a bid when a valid protest is received or when informalities or irregularities exist in the bid documents or process, and when advised by an attorney and when waiting until the next scheduled board meeting would significantly impact the cost or schedule of a project;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **accepting bids, execution of contracts and acceptance of substitution requests** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **approving the Notice of Completion (NOC)** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, the Board designated delegate will limit use the of such powers as delegated by the Board as they relate to **approving Change Orders** when waiting until the next regularly scheduled board meeting would significantly impact the cost or schedule of the project and the scope of work has already been approved by the Board;

WHEREAS, no contract made pursuant to the delegation and authorization shall be valid, until approved or ratified by the governing board and evidenced by a motion of the governing board as duly passed and adopted;

NOW, THEREFORE BE IT RESOLVED that the Associate Superintendent for Business Services be and is hereby appointed and authorized to act on behalf of the governing board as a delegate of the governing board and is directed to act on the on matters pertaining to the acceptance and or rejections of bids for goods and services, the execution of contracts on behalf of the District, and approval of Notice of Completions and Change Orders;

BE IT FUTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board containing the signature of the authorized agent be sent to the County Superintendent of Schools and the Audit/Controller of San Joaquin County.

PASSED AND ADOPTED by the Board of Trustees of the Tracy School District, County of San Joaquin, State of California this 12<sup>th</sup> day of June, 2012 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

\_\_\_\_\_  
Chair  
Board of Education  
Tracy Unified School District

ATTEST:

\_\_\_\_\_  
Secretary  
Board of Education  
Tracy Unified School District

DATE \_\_\_\_\_



# BUSINESS SERVICES MEMORANDUM

**TO:** James Franco, Superintendent  
**FROM:** C. Goodall, Assistant Superintendent for Business  
**DATE:** June 1, 2012  
**SUBJECT:** Adopt Replacement of Board Policy and Administrative Regulation 5131.8 Student Activity Trips with Board Policy and Administrative Regulation 6153 School-Sponsored Trips (First Reading)

**BACKGROUND:** The current policy and administrative regulation governing student activity trips, including athletic activities and outdoor education programs is outmoded and does not support current practices. AR 5131.8 was last updated in 1998. Standardization and coordination efforts by the California School Boards Association recommends that the BP and AR be moved from the current series of policies related to Students and labeled in the 5000 series to the 6000 series related to Instruction. In addition, attempts to introduce consistent practices into extra-curricular programs at three different sites has prompted staff to make changes.

**RATIONALE:** Because the changes are so extensive, the current BP and AR are included in their entirety, along with the proposed new BP and AR.

**FUNDING:** There is no cost this change.

**RECOMMENDATION:** Adopt Replacement of Board Policy and Administrative Regulation 5131.8 Student Activity Trips with Board Policy and Administrative Regulation 6153 School-Sponsored Trips (First Reading)

**STUDENT ACTIVITY TRIPS**

The Governing Board directs the superintendent to develop and implement rules and regulations to ensure the safety of pupils and to provide for the proper conduct and control of students while they are away from the school campus on school-sponsored activities.

The students on such activity trips are to be under supervision of school personnel or authorized parents at all times whether the students are members of a school group such as an athletic team, musical group, pep squad, or authorized school club, or representing the school newspaper.

Students taking the team, activity or rooters' bus are under the authority of the bus driver while on the bus, and under the authority of the activity sponsor, coach, musical director, or advisor of the school club from the time they leave the bus until they return, except that rooters shall be on their own until they return, and while such students are not a legal responsibility of the school district while they are away from the bus, they can, and will, be held responsible for their behavior when it is such as to bring disrepute to the school.

Students providing their own transportation to a school-sponsored activity as observers or rooters shall not be considered to be under school supervision, and the district shall not be held accountable for their acts if they are such as to bring disrepute to the school.

All trips involving out-of-state or overnight travel shall require the prior approval of the Board. Other trips will be approved by the Superintendent or designee.

Principals shall ensure that teachers develop plans which provide for the safety of students and their proper supervision by certificated staff on all school-sponsored trips. Other school employees and parents/guardians also may participate in this supervision and may be asked to attend preparatory training sessions and/or meetings. Signed parent/guardian permission slips will be required before students are allowed to go on a field trip.

To assure the safety of students and supervisors, all field trip transportation requests, whether for District, commercial, or private vehicles shall be routed to the District Transportation Department on the prescribed district form. The District buses or chartered private carriers are the preferred means of transporting students. (However, it may be on occasion necessary to utilize a private vehicle of a District employee or parent/guardian. In such cases, it is the responsibility of the principal that the required district forms are completed and filed in the school office before the field trip is taken.)

**STUDENT ACTIVITY TRIPS (Continued)**

No pupil shall be prevented from participating in a field trip because of lack of sufficient funds.

**Legal Reference:****EDUCATION CODE:**

8760	Authorization of outdoor science and conservation programs
32040	Duty to equip school with first aid kit
32041	Field trips
32043	Snakebite kits on field trips
32044	Violations
35330	Excursions and field trips
35331	Provision for medical or hospital service for pupils (on field trips)
35332	Chartered airline transportation
35350	Transportation of students
44808	Liability when pupils not on school property
48908	Duties of pupils; authority of teachers

**STUDENT ACTIVITY TRIPS****A. Purpose And Scope**

To establish procedures and guidelines for student activity trips.

**B. General**

1. All planned trips away from school grounds, including athletic trips and Outdoor education programs, are subject to this regulations.
2. The district shall provide an alternative educational experience for students either whose parents/guardians do not wish them to participate in a trip or who are not eligible to participate.

**C. Forms and References**

1. Field trip authorization form
2. Parent/guardian permission form
3. Transportation form

**D. Procedures**

1. Teachers planning a trip shall fill out a "Field Trip Authorization Form" and it into the principal prior to the date desired. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk. Principals shall approve no activities which they consider to be inherently dangerous to students or pose unacceptable, unmitigated risks.
2. Upon approval by the principal, the teacher shall fill out the necessary transportation forms and distribute the "Parent/guardian Permission Form."
3. Teachers shall ensure the safety of students while on the field trip by:
  - a. Having the school's first aid kit in his/her possession or immediately available.
  - b. Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken shall contain medically accepted snakebite remedies and there is an accompanying adult who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites.

**STUDENT ACTIVITY TRIPS (Continued)**

- c. Having a Red Cross or equivalent certified life guard present at any swimming activity.
- d. Before the trip, providing any adult chaperones clear information regarding their responsibilities, including the continuous monitoring of student activities and the refraining from consuming alcoholic beverages or the use of tobacco or controlled substances while accompanying and supervising students on a trip.

Rules pertaining to the discipline of pupils are in effect on student activity trips. Failure of a student to conform to these rules may be grounds for disciplinary action.

1. All school-sponsored activity trips and rooter bus trips shall begin and end at the school unless the principal or superintendent approves a specific request for a change.
2. Students riding on any activity bus are under the authority of the bus driver, who may be assisted in student control by one or more certificated staff members and/or parents.
3. Buses are not to pick up or drop off any students except at the school and any authorized destination.
4. Signed parent/guardian permission slips will be required before students are allowed to go on a field trip.
5. When a student attends a school activity as an observer or rooter, he or she is not a responsibility of the school district from the time he/she leave the bus until he/she return to the bus, but the student will be held accountable for any behavior which brings discredit to the school.
6. Students participating in the activity which is the occasion for the trip shall be under the supervision of a certificated employee of the district when not actually on the bus. The principal may authorize parents or non-certificated staff members to assist with supervision of students.
7. No public school funds shall be used to support rooter bus trips, except that if the bus being used for school-sponsored trips has room after all participants in the activity are seated, rooters may be allowed to ride without charge if no rooter bus is

**STUDENT ACTIVITY TRIPS (Continued)**

going to the activity. Students may be charged for transportation to school-sponsored activities at such rate as the governing board may authorize, in order to cover the cost of the bus trip. Participating students shall not be charged any additional fee for transportation to and from the site of the activity.

8. Any fund-raising activities and accounting procedures associated with such trips shall be approved by the school administration in advance.
9. No pupil shall be excluded from such a trip for lack of funds, except that if there is a charge for admission, the pupil must be responsible for such payment to another school district or school of another school district.
10. Students providing their own transportation to school-sponsored activities as rooters or observers shall not be considered as under the authority of the district at any time, although they may be held accountable for their actions if they tend to bring this district or a school of this district into disrepute.
11. Students participating as contestants or performers, or as members of a school-sponsored team or performing group, are required to ride the bus or other district-provided vehicle to and from the activity. However, it may be on occasion necessary to utilize a private vehicle of a District employee or parent/guardian. In such cases, it is the responsibility of the principal that the required district forms are completed and filed in the school office before the field trip is taken.

**E. Reports Required**

None

**F. Records Retention**

None

**G. Responsible Administrative Unit**

Educational Services  
Site Principals

**H. Approved By:**

Assistant Superintendent of Education Services

TUSD Acknowledged: 6/9/98



### School-Sponsored Trips

The Governing Board recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, and school band activities, or other extra-curricular or co-curricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.

School-sponsored trips shall be of two types: school sponsored trips including high school students from school sites to any location within the boundaries of Tracy Unified School District; and all other school-sponsored trips.

To be school-sponsored, a trip must possess the following characteristics. The event must be curricular (required to obtain or improve a grade), extra-curricular, or co-curricular in nature, must be approved by the Tracy Unified School District Board of Trustees, and all participants must be allowed to participate, regardless of whether they can afford participation fees. A school-sponsored trip will generally take place during the instructional year, generally not during winter, spring, or summer breaks unless associated with specifically approved sports or cheerleading activities.

Students providing their own transportation to school-sponsored activities [as rooter or observers] shall not be considered as under the authority of the district at any time, although they may be held accountable for their actions if they tend to bring this district or a school of this district into disrepute.

All trips involving out-of-state, out-of-country, or overnight travel shall require the prior approval of the Board. Other requests for school-sponsored trips shall be approved in advance by the Superintendent or his designee.

To assure the safety of students and supervisors, all field trip transportation requests, whether for District or commercial buses or vans, ~~or private vehicles~~ shall be routed to the District Transportation Department on the prescribed district form. The district buses or chartered private carriers are the preferred means of transporting students. However, it may on occasion be necessary to utilize private vehicles such as parents or teachers' vehicles. In such cases, it is the responsibility of the principal to ascertain that the driver is properly licensed and insured to the required limits, the appropriate forms have been completed, and to make the driver aware of the liability he or she assumes when volunteering to provide transportation.

The principal shall establish a process for approving a staff member's request to conduct a school-sponsored trip. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, district and student expense, and transportation and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

### School-Sponsored Trips

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The superintendent or designee shall coordinate with community groups to supply funds for students in need. District funds shall not be used to pay student expenses for out-of-state or out-of-country field trips or excursions. However, expenses of instructors, chaperones, and other personnel participating in such trips, as well as incidental expenses for the use of district equipment during the trip, may be paid from district funds.

#### Legal Reference:

##### EDUCATION CODE

8760	Authorization of outdoor science and conservation programs
32040-32044	First Aid equipment: field trips
35330	Excursions and field trips
35331	Provision for medical or hospital service for pupils on field trips
35332	Transportation by chartered airline
35350	Transportation of students
44808	Liability when pupils not on school property
48908	Duties of pupils; authority of teachers

##### BUSINESS AND PROFESSIONS CODE

17540	Travel promoters
17550-17550.9	Sellers of travel
17552-17556.5	Educational travel organizations

#### Management Resources:

##### WEB SITES

American Red Cross: <http://www.redcross.org>

California Association of Directors of Activities: <http://www.cadal.org>

U.S. Department of Homeland Security: <http://www.dhs.gov>

## SCHOOL-SPONSORED TRIPS

**A. Purpose And Scope**

Students on school-sponsored trips are under the jurisdiction of the district and shall be subject to district and school rules and regulations. This administration establishes procedures and guidelines for school-sponsored trips.

**B. General**

School-sponsored trips shall be of two types: school sponsored trips including high school students from school sites to any location within the boundaries of Tracy Unified School District; and all other school-sponsored trips.

To be school-sponsored, a trip must possess the following characteristics. The event must be curricular (required to obtain or improve a grade), extra-curricular, or co-curricular in nature, must be approved by the Tracy Unified School District Board of Trustees, and all participants must be allowed to participate, regardless of whether they can afford participation fees. A school-sponsored trip will generally take place during the instructional year, generally not during winter, spring, or summer breaks unless associated with specifically approved sports or cheerleading activities.

Students providing their own transportation to school-sponsored activities [as rooter or observers] shall not be considered as under the authority of the district at any time, although they may be held accountable for their actions if they tend to bring this district or a school of this district into disrepute.

**C. Forms and References**

1. Field Trip Authorization Form
2. Parent/Guardian Permission Form
3. Transportation Form

**D. Procedures****General**

1. All school-sponsored trips shall be authorized by an official vote of the school-board. Any trip not authorized by the school board shall not be deemed a school-sponsored trip.
2. All persons making the school-sponsored trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the trip or excursion. All adults taking out-of-state school-sponsored trips or excursions and all parents/guardians of students taking out-of-state school-sponsored trips or excursions shall sign a statement waiving such claims. (Education Code 35330)

## SCHOOL-SPONSORED TRIPS

3. The district considers District buses or chartered private carrier buses as the preferred means of transporting students; however, it may on occasion be necessary to utilize private vehicles such as parents or teachers' vehicles. In such cases, it is the responsibility of the principal to ascertain that the driver is properly licensed and insured to the required limits, the appropriate forms have been completed, and to make the driver aware of the liability he or she assumes when volunteering to provide transportation. Please refer to the following requirements:
  - a. The insurance coverage of the owner of the vehicle is primary in the event of an accident (not the school district insurance)
  - b. The owner of the vehicle assumes primary responsibility and liability incurred when transporting students
  - c. The owner is required to have paid for and maintained automobile liability insurance with limits equal or greater to: \$100,000/\$300,000 bodily injury and \$50,000 property damage
  - d. A current DMV printout should be attached to the Volunteer Driver Information form.

High school students from school sites to locations within TUSD boundaries

1. Unless otherwise determined, when an activity takes place within the Tracy Unified School District boundaries, parents of students are responsible for providing safe transportation and supervision to and from the activity.
2. While it is discouraged to have students transported in private vehicles, the District acknowledges that there are situations where it must happen. Students in private vehicles shall not be considered as under the authority of the district at any time, although they may be held accountable for their actions if they tend to bring this district or a school of this district into disrepute.

Other School-Sponsored Trips

1. The teacher, employee, or agent of the school who is responsible for planning a trip, shall complete and submit a "Field Trip Authorization Form" to the principal prior to the scheduled date of the trip. Principals may exclude from the school-sponsored trip any student whose presence on the trip would pose a safety or disciplinary risk. Principals shall approve no activities which they consider to be inherently dangerous to students or pose unacceptable, unmitigated risks.
2. Upon approval by the principal, the teacher, employee, or agent of the school responsible for planning a trip shall distribute the "Parent/Guardian Permission Form", collect from parents or guardians the forms once completed, and submit to the principal. Parents are required to notify the principal, the teacher, employee or agent of the school responsible for planning a trip of any medical situation which may affect their child while participating on a school-sponsored trip.

## SCHOOL-SPONSORED TRIPS

3. If district-provided transportation is desired or required, the teacher, employee, or agent of the school responsible for planning a trip shall complete and submit the necessary transportation forms with enough advance notice to allow transportation services to be scheduled.
4. The Superintendent or designee shall ensure that adequate supervision is provided on all school-sponsored trips and that there is an appropriate ratio of adults to students present on the trip. If the trip involves water activities, this ratio shall be revised as necessary.
5. Before a student can participate in a school-sponsored trip, the teacher or organizer of the trip shall obtain parent/guardian permission for the trip. Signed parent/guardian permission slips will be required before students are allowed to go on a field trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities.
6. The district shall provide an alternative educational experience for students whose parents/guardians do not wish them to participate in a trip.
7. No pupil shall be excluded from such a trip for lack of funds, except as described in Administrative Regulation 3260 Fees and Charges.
8. Any fund-raising activities and accounting procedures associated with such trips shall be approved by the school administration in advance.
9. While conducting a school-sponsored trip, the teacher, employee, or agent of the school shall have the school's first aid kit in his/her possession or immediately available. (Education Code 32041) Whenever school-sponsored trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school board who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip. (Education Code 32043) Any board member, superintendent, principal, teacher, instructor, or school agent who willfully violates the provisions of Education Code 32040-32044, as specified in this paragraph, may be found guilty of a misdemeanor.
10. The district shall make available medical/hospital insurance for students injured while on field trips. (Education Code 35331)
11. Lifeguards are required for all swimming activities. If the activity is at a private pool, the owner of the pool shall provide a certificate of insurance, designating the district as an additional insured, for not less than \$500,000 in liability insurance. Staff shall determine supervisory responsibilities for all chaperones.
12. Before trips of more than one day, the principal or designee may hold a meeting for staff, chaperones, parents/guardians, and students to discuss safety and the importance of safety-related rules for the trip. Prior to the beginning of the trip, adult chaperones shall receive clear information regarding their responsibilities, including the continuous monitoring of student activities and the requirement that they refrain from consuming alcoholic beverages

## SCHOOL-SPONSORED TRIPS

or using tobacco or controlled substances while accompanying and supervising students on a trip.

13. Rules pertaining to the discipline of pupils are in effect on student activity trips. Failure of any student to conform to these rules may be grounds for disciplinary action.
14. Students may be prohibited from participating in school-sponsored trips because they fail to meet criteria established in the student handbook.
15. Supplementary safety, security, and behavior rules may be added by the principal, the teacher, employee or agent of the school responsible for planning a trip.

## Use of Buses or Vans

16. To assure the safety of students and supervisors, all field trip transportation requests, whether for District or commercial buses or vans, ~~or private vehicles~~ shall be routed to the District Transportation Department on the prescribed district form. The district buses or chartered private carriers are the preferred means of transporting students. However, it may on occasion be necessary to utilize private vehicles such as parents or teachers' vehicles. In such cases, it is the responsibility of the principal to ascertain that the driver is properly licensed and insured to the required limits, the appropriate forms have been completed, and to make the driver aware of the liability he or she assumes when volunteering to provide transportation.
17. Students riding on any activity bus are under the authority of the bus driver, who may be assisted in student control by one or more certificated staff members and/or parents.
18. Students participating in the activity which is the occasion for the trip shall be under the supervision of a certificated employee of the district when not actually on the bus. The principal may authorize parents or non-certificated staff members to assist with supervision of students.
19. Buses are not to pick up or drop off any students except at the school and any authorized destination.

**E. Reports Required**

None

**F. Records Retention**

None

**G. Responsible Administrative Unit**

Educational Services  
Site Principals

**H. Approved By:**

Assistant Superintendent of Education Services



# BUSINESS SERVICES MEMORANDUM

**To:** Dr. James C. Franco, Superintendent  
**From:** Dr. Casey J. Goodall, Associate Superintendent for Business  
**Date:** June 1, 2012  
**Subject:** 1. Adopt Resolution No. 12-19, of the Board of Education of the Tracy Joint Unified School District (TJUSD) acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2012-13  
2. Approve Willdan Financial Services for Preparation of the 2012-13 Tax Roll and Reporting of Delinquencies.

**BACKGROUND:** All the developers that have executed an MOU prior to September 2005 with the District have the option of choosing from three different mitigation payment choices for single family dwelling units.

Two developers have chosen Option 3, which allows a partial pre-payment of a Mello-Roos special tax. In the K-12 areas this is in the amount of \$8,948 at close of escrow plus the establishment of an annual Mello-Roos special tax of \$1,307 for a period of seven years, with a buy-out provision at any time for \$5,879, less any sums already received by the District which were applied to school facilities mitigation. In the 9-12 areas the amount due at close of escrow is \$2,059 plus the establishment of an annual Mello-Roos special tax of \$682 for a period of seven years, with a buy-out provision at anytime for \$4,327, less any sums already received by the District which were applied to school facilities mitigation.

**RATIONALE:** The San Joaquin County Auditor/Controller requires an annual resolution containing certain specified language to place the special tax on the property tax rolls. In this case, the District will be billing and collecting the annual special tax for the first year, until they can be placed on the County tax rolls next property tax year.

In the 2012-13 tax year Willdan Financial Services will be placing approximately 11 parcels on the tax roll. This is the final year for this tax collection on these two developers.

**FUNDING:** Mitigation fees will pay for Willdan Financial Services.

**RECOMMENDATIONS:** Adopt Resolution 12-19, of the Board of Education of the Tracy Joint Unified School District (TJUSD) acting as Legislative Body of the TJUSD Community Facilities District No. 97-1 (TJUSD CFD 97-1), to Levy Special Tax for Property Tax Year 2012-13

**Prepared by:** Bonny Carter, Director of Facilities and Planning



## RESOLUTION NO. 12-19

### RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY JOINT UNIFIED SCHOOL DISTRICT ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 97-1 OF THE TRACY JOINT UNIFIED SCHOOL DISTRICT TO LEVY SPECIAL TAX FOR PROPERTY TAX YEAR 2012-13 IN COMMUNITY FACILITIES DISTRICT NO. 97-1 SAN JOAQUIN COUNTY, CALIFORNIA

The Board of Education of the Tracy Joint Unified School District acting as the legislative body of the Community Facilities District 97-1 resolves:

1. Reference is made to this Board's Ordinance No. 97-1-1 dated January 26, 1998, levying a Special Tax within Community Facilities District No. 1997-1 for the 1997-1998 property tax year and following.

2. Ordinance No. 97-1-1, adopted under the authority of California Government Code Sections 53328 and 53340, took effect on February 25, 1998. Exhibit A, RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX, describes the three methods the special tax of CFD 97-1 may be paid and further describes the adjustment rate and frequency.

3. In accordance with Ordinance No. 97-1-1, this Board hereby levies the Special Tax for property tax year 2012-13 for its Community Facilities District No. 97-1 on all taxable properties electing Option 3 during this fiscal year in the amount of \$1,307.00 for the K-12 areas or \$682.00 for the 9-12 areas.

4. The Agency Secretary is directed, with the aid of the appropriate officers and agents of the Agency, to implement the provisions of the Special Tax Formula and this Resolution, and to provide all necessary information to the San Joaquin County Auditor in the form, and in the proper time, necessary to effect the proper billing and collection of the special tax on the secured property tax roll of the County.

5. The appropriate officers and agents of the Agency and of the County of San Joaquin are authorized to make adjustments to the special tax roll prior to the final posting of the special taxes to the County tax roll each year, as may be necessary to achieve a correct match of the special tax levy with the assessor's parcel numbers finally utilized by the County in sending out property tax bills.

6. The Agency agrees that the County of San Joaquin may deduct its reasonable and agreed charges for collecting the special tax from the amounts collected, prior to remitting the balance of the special tax collections to the Agency.

7. The District may direct bill and collect for the current year special tax if Option 3 is selected after the tax rolls have been submitted to the County for the current tax year

8. This Board hereby finds and declares:

- a. This Special Tax levy is in compliance with the Mello-Roos Community Facilities Act of 1982, California government Code Sections 53311 and following.
- b. This Special Tax is levied without regard to property valuation.
- c. The Special Tax is exempt from Proposition 218, Articles XIII C and D of the California State Constitution.
- d. This Special Tax is levied to pay for certain public facilities authorized in the formation proceedings for Community Facilities District No. 97-1, including the payment of principal, interest, and administrative costs on bonds, the proceeds of which are used to finance the authorized public facilities; and administrative related expenses of Community Facilities District 97-1.

\* \* \* \*

**PASSED AND ADOPTED** at a special meeting of the Governing Board of the Tracy Joint Unified School District acting as the legislative body of the Community Facilities District 97-1 on June 12, 2012, by the following vote:

AYES: BOARDMEMBERS:

NOES: BOARDMEMBERS:

ABSENT: BOARDMEMBERS:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of  
Educational Services & Human Resources  
**DATE:** May 29, 2012  
**SUBJECT:** Adopt Revised Board Policy and Acknowledge Administrative Regulation  
4040, Employee Use of Technology (First Reading)

**BACKGROUND:** K-12 schools providing Internet access and receiving E-rate funding must meet certain federal requirements in accordance with CIPA (Children's Internet Protection Act) which was signed into law on December 21, 2000. Under CIPA, a school district must certify that it is enforcing a policy of Internet safety that includes the use of Internet filtering or blocking technology. The Protecting Children in the 21<sup>st</sup> Century Act was enacted into law in October 2008 and requires that measures be in place to monitor the online activities of minors and provide education about appropriate online behavior including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. The FCC released CIPA rule revisions in August 2011, incorporating the E-Rate program provisions of the Protecting Children of the 21<sup>st</sup> Century Act.

**RATIONALE:** BP and AR 4040 have been updated to reflect modifications necessary to maintain compliance of the Children's Internet Protection Act and the Protecting Children of the 21<sup>st</sup> Century Act. This supports District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

**FUNDING:** TUSD must be able to demonstrate compliance by June 30, 2012 or risk the loss of E-Rate discounts until compliance is attained.

**RECOMMENDATION:** Adopt Revised Board Policy and Acknowledge Administrative Regulation 4040, Employee Use of Technology (First Reading).

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

**EMPLOYEE USE OF TECHNOLOGY**

The Governing Board intends that technological resources provided by the district be used in a safe, responsible and proper manner in support of the enhancement of employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating operations. The Board expects all employees to learn to use the available electronic resources that will assist them in their jobs. As needed, staff shall receive training in the appropriate use of these resources. Every effort shall be made to provide equal access to technology throughout the district's schools and classes.

The Superintendent or designee shall notify employees about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement (AUA).

Before an employee is authorized to use the district's technological resources, the employee shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the employee shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. He/she shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs involved.

The Superintendent or designee shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of employees using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

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

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

**EMPLOYEE USE OF TECHNOLOGY****Use of District Computers for Online Services/Internet Access**

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in the supervision.

The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.

The Superintendent or designee shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Employee use of district computers to access social networking sites is prohibited, unless approved by the Superintendent or designee. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.

Harassment or bullying of student and staff, including, but not limited to, cyberbullying, intimidation, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption, in accordance with this section entitled "Bullying/Cyberbullying" below:

Cyberbullying includes the transmission of communications, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the Internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another

## EMPLOYEE USE OF TECHNOLOGY

person's electronic account and assuming that person's identity in order to damage that person's reputation.

District staff is expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If a District staff believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

Employees who violate district or school rules and regulations may be subject to discipline action, revocation of the user account, and legal action as appropriate. The Superintendent or designee shall notify local law enforcement as appropriate.

Employees also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during non-school hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities or district operations.

### Bullying/Cyberbullying

The Governing Board desires to prevent bullying and cyberbullying by establishing a positive, collaborative school climate and clear rules for employee conduct.

School staff shall receive instructional materials that promote communication, social skills, and assertiveness skills that will educate students about appropriate online behavior and strategies to prevent and respond to bullying and cyberbullying.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians, students, and community members also may be provided with similar information.

When an employee is suspected of or reported to be using electronic or digital communications to engage in cyberbullying against students or other staff, or to threaten district property, the investigation shall include documentation of the activity, identification of the source, and specific facts or circumstances that explain the impact or potential impact on school activity and district operations.

**EMPLOYEE USE OF TECHNOLOGY**

Any employee who engages in cyberbullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity, shall be subject to discipline in accordance with district policies and regulations. If the employee is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

**Legal Reference:****EDUCATION CODE**

200-262.4	Prohibition of discrimination
32261	Bullying
35181	Governing board policy on responsibility of students
35291-35291.5	Rules
44807	Duty concerning conduct of students
48900-48925	Suspension or expulsion, especially:
48908	Duties of students
51006-51007	Equitable access to technological education programs
51512	Prohibition against electronic listening or recording
	Device in classroom without permission
51870-51874	Education technology
60044	Prohibited instructional materials

**CIVIL CODE**

1714.1	Liability of parents and guardians for willful misconduct of minor
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**PENAL CODE**

288.2	Harmful matter with intent to seduce
313	Harmful matter
502	Computer crimes, remedies
632	Eavesdropping on or recording confidential communications
647	Use of camera or other instrument to invade person's privacy; misdemeanor
647.7	Use of camera or other instrument to invade person's privacy; punishment
653.2	Electronic communication devices, threats to safety

**CODE OF REGULATIONS, TITLE 5**

**EMPLOYEE USE OF TECHNOLOGY**

300-307                      Duties of pupils

UNITED STATES CODE, TITLE 15

6501-6506                      Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

6751-6777                      Enhancing Education Through Technology Act,  
Title II, Part D, especially:

6777                              Internet Safety

UNITED STATES CODE, TITLE 42

2000h-2000h6                      Title IX, 1972 Education Act Amendments

UNITED STATES CODE, TITLE 47

254                              Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12                      Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

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

254                              Universal service discounts (E-rate)

**Court Decisions:**

J.C. v. Beverly Hills Unified School District, (2010 711 F. Supp.2d 1094

LaVine v. Blaine School District, (2000, 9<sup>th</sup> Cir.) 257 F.3d 981

Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088

Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

Tinker v. Des Moines Independent Community School District (1969)  
393 U.S. 503

**Management Decisions:**

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003



## EMPLOYEE USE OF TECHNOLOGY

### NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Digital Discipline: Off-Campus Student conduct, the First Amendment and Web Sites, School Law in Review, 2001

### NATIONAL SCHOOL SAFETY CENTER PUBLICATIONS

Bullying in School: Fighting the Bullying Battle, 2006

### WEB SITES

CSBA: <http://www.csba.org>

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office:

<http://www.cde.ca.gov/lr/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education: <http://www.ed.gov>

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

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

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

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

**EMPLOYEE USE OF TECHNOLOGY**

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

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

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

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

**Legal Reference:****EDUCATION CODE**

51870-51874 \_\_\_\_\_ Education technology

**GOVERNMENT CODE**

3543.1 \_\_\_\_\_ Rights of employee organizations

**PENAL CODE**

502 \_\_\_\_\_ Computer crimes, remedies

632 \_\_\_\_\_ Eavesdropping on or recording confidential  
communications

**UNITED STATES CODE, TITLE 47**

254 \_\_\_\_\_ Universal service discounts (E-rate)

**CODE OF FEDERAL REGULATIONS, TITLE 47**

EMPLOYEE USE OF TECHNOLOGY

54.520 ————— Internet safety policy and technology protection  
measures, E rate discounts  
UNITED STATES CODE, TITLE 20  
6751-6777 ————— Enhancing Education Through Technology Act, No  
child Left Behind Act, title II, Part D  
6777 ————— Internet Safety

Adopted: 01/28/1997

Revised: 11/14/2006

Revised: 05/30/2012

**EMPLOYEE USE OF TECHNOLOGY**

The Superintendent or designee shall oversee the maintenance of the districts technological resources and may establish guidelines and limits on their use. All employees shall receive a copy of this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of district Staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

Employees shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

**Online/Internet Services: User Obligations and Responsibilities**

Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Employees shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, employees shall not disclose, use, or disseminate personal identification information about themselves or others

## EMPLOYEE USE OF TECHNOLOGY

when using email, chat rooms, or other forms of direct electronic communication. Employees also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet.

Personal information includes the employee's name, address, telephone number, Social Security number, or other personally identifiable information.

5. Employees shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
6. Employees shall not use the system to engage in commercial or other for-profit activities.
7. Employees shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects or district operations should be given proper credit as with any other printed source of information.
9. Employees shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Employees shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
11. Employees shall report any security problem or misuse of the services to a principal, department head, Superintendent or Superintendent's designee.

Employees shall be responsible for the appropriate use of technological resources and shall use the district's electronic resources only for purposes related to his/her employment. Such use is a privilege which may be revoked at any time.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Employees shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

**EMPLOYEE USE OF TECHNOLOGY**

Whenever an employee is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the Superintendent or designee may cancel or limit an employee's user privileges. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

**Technology Acceptable Use Agreement**

The following pages include the Acceptable Use Agreement.

**A. Purpose and Scope**

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

**B. General**

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

**C. Forms Used and Additional References**

None

**D. Procedure**

**EMPLOYEE USE OF TECHNOLOGY**

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

- ~~1. The employee in whose name an on-line services account is issued is responsible for its proper use at all times. Users shall keep personal account numbers, home addresses and telephone numbers private. They shall use the system only under their own account number.~~
- ~~2. Employees shall use the system only for purposes related to their employment with the District. Commercial, political and/or personal use of the system is strictly prohibited. The District reserves the right to monitor any on-line communications for improper use.~~
- ~~3. Users shall not use the system to promote unethical practices or any activity prohibited by law or District policy.~~
- ~~4. Users shall not transmit material that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religion or political beliefs.~~
- ~~5. Copyrighted material may not be placed on the system without the author's permission. Users may download copyrighted material for their own use only and only in accordance with copyright laws.~~
- ~~6. Vandalism will result in the cancellation of user privileges. Vandalism includes intentional uploading, downloading or creating computer viruses and/or any malicious attempt to harm or destroy District equipment or materials or the data of any other user.~~
- ~~7. Users shall not read other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.~~
- ~~8. Users are encouraged to keep messages brief.~~
- ~~9. Users shall report any security problem or misuse of the network to the Superintendent or designee.~~

EMPLOYEE USE OF TECHNOLOGY

~~E. Reports Required~~

None

~~F. Record Retention~~

None

~~G. Responsible Administrative Unit~~

Human Resources

Information Services and Educational Technology

Educational Services

~~H. Approve By~~

Assistant Superintendent for Human Resources

TUSD Acknowledged: 1/23/97

REVISED: 11/14/06

REVISED: 05/30/2012



**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)**  
**NETWORK AND COMPUTER RELATED RESOURCES**  
(Based on BP/AR 4040 and BP/AR 6163.4)

In exchange for the use of the Tracy Unified School District (TUSD) computer systems and data communication networks, either locally attached or through remote connection on or near school property, in school vehicles and buses, and at school-sponsored activities, the following agreement will apply. **Please read this document carefully.** It is a legally binding agreement when signed. The guardian/parent must sign when the user is under 18 years of age.

The use of the TUSD network/computer system is a privilege for which users accept responsibility. Each user must act in an appropriate manner consistent with TUSD Board of Education policies, California Education Code, and other local, state and federal laws and regulations governing the applicable matter. It is intended to provide Internet and technological resources to:

- Support learning
- Promote educational excellence and innovation
- Improve administrative efficiency
- Increase opportunities for communication and communicate with others in furtherance of the user's education
- Conduct research and provide additional resources for general information
- Result in more timely and accurate information
- Increase opportunities for professional/personal growth
- Enhance parent involvement

The TUSD network/computer system is shared and available to all registered users. The system may not be used in a way as to disrupt or interfere with its use by others. Inappropriate use of the system includes, but is not limited to:

- Virtual and physical damage, vandalism or theft of equipment as well as theft, piracy or altering of software.
- Theft of services, including connection of unauthorized network/computer equipment to the system.
- Installation of non-approved software/programs, or the download and installation of software/programs on District computers or network communication systems.
- Use of the system to communicate unlawful information or to transmit computer viruses.
- Accessing or communicating information which is pornographic, obscene, sexist, racist or abusive.
- Access or communication of "Harmful matter" as defined by California Penal Code 313.
- Violation of copyright law and Plagiarism of ideas or information.
- Use of the system for anonymous access or communication of information.
- Use of the system for commercial purposes or for political campaigning.
- Other conduct deemed objectionable by the Tracy Unified School District.
- Any violations of the classroom rules, school conduct code, educational code, or penal code.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)  
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

Students, parents/guardians, and District Staff shall recognize that the nature of the use of District technological resources extends outside of the school itself and into off-campus remote locations such as homes. The District's jurisdiction to enforce student behavior and discipline policies, and rules shall apply whether the misuse or violation is at school or away from school as long as the District's technological resources are being used in the inappropriate behavior.

The District will log the use of all systems and monitor all system utilization. Any and all information on the TUSD networks, with the exception of student and personnel records is **not** deemed private. Digital storage is TUSD property. All District computers will comply with A.R.S. 34-501 (enacted, 1999) (access to materials harmful to minors) and all District employees are required to comply with the Family Education and Privacy Rights Act of 1974 (disclosure of personally identifiable information). Student names will be included as part of their network user/email accounts. The Superintendent or designee will determine what is appropriate use of technology resources and their decision is final. The TUSD reserves the rights to any materials stored in files, and will remove any material which may believe to be unlawful, obscene, pornographic, abusive, or otherwise objectionable. The system may not be used to obtain, view, download, or otherwise gain or provide access to such materials. The Superintendent or designee will refer for disciplinary action anyone who does not comply with the provisions of this agreement. Cancellation of user privileges will be at the discretion of the staff after application of due process.

The Tracy Unified School District will not be held responsible for any damages suffered by the user, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data and exposure to potentially harmful or inappropriate material sustained or incurred in connection with the use, operation, or inability to use the system. The TUSD specifically denies any responsibility for the accuracy or quality of information obtained electronically. Use of any information obtained electronically is at the risk of the user. The District assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices, if such devices are damaged, lost or stolen. The user, or user's parent/guardian, shall indemnify and hold TUSD harmless from any losses sustained as the result of use or misuse of the District's technological resources by the user, and/or the loss or damage of personal technology.

One of the services available through the TUSD network/computer system is the Internet. The Internet, a community of network systems, is not governed by any entity. The District does not have control over the kind or quality of the information that is accessible to Internet users. It is not feasible to limit access to all materials or all emails that a parent/guardian might consider inappropriate; therefore, inappropriate use is the responsibility of the user.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)**  
**NETWORK AND COMPUTER RELATED RESOURCES**  
(Based on BP/AR 4040 and BP/AR 6163.4)

Not all access to the Internet can be supervised. Users agree not to send, access, submit, publish, display or printer over the Internet or TUSD network, or using TUSD technology resources, any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, offensive or illegal material. Cyberbullying is specifically prohibited. It shall be the user's responsibility to report the inappropriate use, web site, or communications to teachers or other District Staff.

The use of TUSD network/computer system requires that all users abide by the following rules:

- Be polite, do not send or respond to abusive, harassing, or suggestive messages to anyone. Report such messages.
- Respect (do not access, delete, move, or alter) anyone else's files and/or data.
- Use appropriate language. Do not swear, use vulgarities, or express yourself in any other inappropriate language.
- Communication advocating, encouraging or supporting illegal activities is strictly forbidden.
- Copyright, trademark and/or registered laws must be adhered to at all times. All materials from the Internet and other digital resources, including graphics, must be properly cited.
- Respect the privacy of all users. Do not reveal the personal address or phone numbers of yourself or anyone else.
- District e-mail accounts are not private. TUSD e-mail is operated for and by the District.
- Respect the originator of email and do not forward e-mail messages or information without permission.
- Individuals will ONLY use authorized accounts they have been personally issued.
- All users must keep their account passwords confidential.
- Do not send "junk", "mass", or "spam" email.
- Do not use a modem connected to a TUSD computer or network.
- Access to the Internet or other District network communication systems from personal technology is limited to wireless access points on the school campuses. Access to the Internet or other District network communication systems from personal technology is not available via hardwire connections.

The Tracy Unified School District computer system is intended for the exclusive use of its registered users who are responsible for their password and their accounts. Any problems which arise from the use of the account are the responsibility of the account holder. Any misuse of the account or system will result in disciplinary action and/or the suspension or cancellation of privileges. Use of the account by someone other than the registered user will be grounds for cancellation and/or may result in disciplinary action.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)  
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

The following two sections are for students and their parents and REQUIRE SIGNATURES.

**STUDENT AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand its provisions. I accept responsibility for the appropriate use of the TUSD computer system as outlined in this agreement and that violations will result in disciplinary and if appropriate criminal action. I understand that misuse of the system will result in disciplinary action and/or the cancellation of privileges. I agree to report any misuse to a teacher or District administrator.

\_\_\_\_\_  
Student or Community User (PRINT NAME)

\_\_\_\_\_  
School Site

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

**PARENT/GUARDIAN AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand the responsibility my child has for the use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I accept full responsibility for my child's use. I also agree to report any misuse of the system to a teacher or District administrator.

\_\_\_\_\_  
Parent (PRINT NAME)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

===== The section below is for TUSD employees and REQUIRES a SIGNATURE =====

**TUSD TEACHER/STAFF MEMBER AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and agree to instruct the users for whom I have responsibility in the acceptable use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I cannot be held responsible for student access to technology resources for their individual work or in the context of another class. I agree to report any misuse of the system to a District administrator.

I understand and accept responsibility for supporting the provisions of this agreement with all users and for personally abiding by the rules of this agreement in my own use of the TUSD network and computer system.

\_\_\_\_\_  
Teacher/Staff Member  
(PRINT NAME)

\_\_\_\_\_  
School Site or  
Department

\_\_\_\_\_  
Job/Title

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** *[Signature]* Dr. Sheila Harrison, Assistant Superintendent of  
Educational Services & Human Resources  
**DATE:** May 29, 2012  
**SUBJECT:** Adopt Revised Board Policy and Acknowledge Administrative Regulation  
6163.4, Student Use of Technology (First Reading)

**BACKGROUND:** K-12 schools providing Internet access and receiving E-rate funding must meet certain federal requirements in accordance with CIPA (Children's Internet Protection Act) which was signed into law on December 21, 2000. Under CIPA, a school district must certify that it is enforcing a policy of Internet safety that includes the use of Internet filtering or blocking technology. The Protecting Children in the 21<sup>st</sup> Century Act was enacted into law in October 2008 and requires that measures be in place to monitor the online activities of minors and provide education about appropriate online behavior including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. The FCC released CIPA rule revisions in August 2011, incorporating the E-Rate program provisions of the Protecting Children of the 21<sup>st</sup> Century Act. A district must be able to demonstrate compliance by June 30, 2012 or risk the loss of E-Rate discounts until compliance is attained.

**RATIONALE:** BP and AR 6163.4 have been updated to reflect modifications necessary to maintain compliance of the Children's Internet Protection Act and the Protecting Children of the 21<sup>st</sup> Century Act. This supports District Strategic Goal #4: Utilize technology as a tool for improvement in instruction, and to increase efficiency in operations across the District.

**FUNDING:** N/A.

**RECOMMENDATION:** Adopt Revised Board Policy and Acknowledge Administrative Regulation 6163.4, Student Use of Technology (First Reading).

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

## **STUDENT USE OF TECHNOLOGY**

The Governing Board intends that technological resources provided by the district be used in a safe, responsible and proper manner in support of the instructional programs and for the advancement of student learning. The Governing Board recognizes that technology provides ways to access the most current and extensive sources of information and enables students to practice skills and to develop reasoning and problem-solving abilities. In addition, electronic resources foster workplace skills that may be transferable to new technologies. Every effort shall be made to provide equal access to technology throughout the district's schools and classes.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement (AUA).

Before a student is authorized to use the district's technological resources, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs involved.

The Superintendent or designee shall regularly review and update this policy, the accompanying administrative regulation, and other relevant procedures to enhance the safety and security of students using the district's technological resources and to help ensure that the district adapts to changing technologies and circumstances.

### **Use of District Computers for Online Services/Internet Access**

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in the supervision.

## STUDENT USE OF TECHNOLOGY

The Superintendent or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Student use of district computers to access social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.

Harassment or bullying of student and staff, including, but not limited to, cyberbullying, intimidation, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption, in accordance with this section entitled "Bullying/Cyberbullying" below:

Cyberbullying includes the transmission of communications, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the Internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

District staff is expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If a District staff believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of the privilege of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulations. The Superintendent or designee shall notify local law enforcement as appropriate.

**STUDENT USE OF TECHNOLOGY**

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during non-school hours which poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts school activities.

**Bullying/Cyberbullying**

The Governing Board desires to prevent bullying and cyberbullying by establishing a positive, collaborative school climate and clear rules for student conduct.

The district may provide students with instruction, in the classroom or other educational settings, that promotes communication, social skills, and assertiveness skills and educates students about appropriate online behavior and strategies to prevent and respond to bullying and cyberbullying.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians, students, and community members also may be provided with similar information.

Students may submit a verbal or written complaint of conduct they consider to be bullying to a teacher or administrator. Complaints of bullying shall be investigated and resolved in accordance with the district's board policies.

When a student is suspected of or reported to be using electronic or digital communications to engage in cyberbullying against other students or staff, or to threaten district property, the investigation shall include documentation of the activity, identification of the source, and specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

Students shall be encouraged to save and print any messages sent to them that they feel constitute cyberbullying and to notify a teacher, principal, or other employee so that the matter may be investigated.

Any student who engages in cyberbullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline in accordance with district policies and regulations. If the student is using a social networking site or service that has terms of use



## STUDENT USE OF TECHNOLOGY

that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

### Legal Reference:

#### EDUCATION CODE

200-262.4	Prohibition of discrimination
32261	Bullying
35181	Governing board policy on responsibility of students
35291-35291.5	Rules
44807	Duty concerning conduct of students
48900-48925	Suspension or expulsion, especially:
48908	Duties of students
51006-51007	Equitable access to technological education programs
51512	Prohibition against electronic listening or recording
	Device in classroom without permission
51870-51874	Education technology
60044	Prohibited instructional materials

#### CIVIL CODE

1714.1	Liability of parents and guardians for willful misconduct of minor
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#### PENAL CODE

288.2	Harmful matter with intent to seduce
313	Harmful matter
502	Computer crimes, remedies
632	Eavesdropping on or recording confidential communications
647	Use of camera or other instrument to invade person's privacy; misdemeanor
647.7	Use of camera or other instrument to invade person's privacy; punishment
653.2	Electronic communication devices, threats to safety

#### CODE OF REGULATIONS, TITLE 5

300-307	Duties of pupils
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#### UNITED STATES CODE, TITLE 15

6501-6506	Children's Online Privacy Protection Act
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**STUDENT USE OF TECHNOLOGY**UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act,  
Title II, Part D, especially:  
6777 Internet Safety

UNITED STATES CODE, TITLE 42

2000h-2000h6 Title IX, 1972 Education Act Amendments

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection  
Measures, E-rate discounts  
254 Universal service discounts (E-rate)

**Court Decisions:**

J.C. v. Beverly Hills Unified School District, (2010 711 F. Supp.2d 1094  
LaVine v. Blaine School District, (2000, 9<sup>th</sup> Cir.) 257 F.3d 981  
Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088  
Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675  
Tinker v. Des Moines Independent Community School District (1969)  
393 U.S. 503

**Management Decisions:**

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Digital Discipline: Off-Campus Student conduct, the First Amendment and Web  
Sites, School Law in Review, 2001

**STUDENT USE OF TECHNOLOGY****NATIONAL SCHOOL SAFETY CENTER PUBLICATIONS**

Bullying in School: Fighting the Bullying Battle, 2006

**WEB SITES**

CSBA: <http://www.csba.org>

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office:

<http://www.cde.ca.gov/lss/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education: <http://www.ed.gov>

~~The Governing Board recognizes that technology provides ways to access the most current and extensive sources of information. Technology also enables students to practice skills and to develop reasoning and problem-solving abilities. In addition, electronic resources foster workplace skills that may be transferable to new technologies. Every effort shall be made to provide equal access to technology throughout the district's schools and classes.~~

~~To discourage access to adult content on on-line electronic services and preclude other misuses of the system, the Superintendent or designee shall establish age/grade-level qualifications and shall ensure that students receive training in user obligations and responsibilities.~~

~~Before using on-line services, the student and parent/guardian shall sign the district's user contract indicating that the student understands and agrees to abide by specified user obligations and responsibilities.~~

~~Staff shall closely supervise students while using on-line services and may ask teacher aides and student aides to assist in this supervision.~~

~~The Superintendent or designee shall establish administrative regulations governing use of the district's on-line services. He/she shall ensure that users have no expectation of privacy and understand that district staff may monitor or examine all system activities to ensure proper use of the system. Students who fail to abide by these regulations shall be subject to disciplinary action, revocation of the user account, and legal action as appropriate.~~

**Legal Reference:**

**STUDENT USE OF TECHNOLOGY**EDUCATION CODE

51006	Computer education and resources
51007	Programs to strengthen technological skills
60011	Instructional materials definition
60013	Supplementary instructional materials
60017.1	Technology based materials
60044	Prohibited instructional materials

**STUDENT USE OF TECHNOLOGY**PENAL CODE

632 \_\_\_\_\_ Eavesdropping on or recording confidential  
communications

UNITED STATES CODE, TITLE 20

6801-7005 \_\_\_\_\_ Technology for Education Act of 1994

**Management Resources:**CDE PUBLICATIONS

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

CDE PROGRAM ADVISORIES

1223.94 \_\_\_\_\_ Acceptable Use of Electronic Information Resources

BOARD ADOPTED: 09/23/1997

REVISED: 05/30/2012

## STUDENT USE OF TECHNOLOGY

The Superintendent or designee shall oversee the maintenance of the districts technological resources and may establish guidelines and limits on their use. All instructional staff shall receive a copy of this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of district Staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

District staff shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

### Online/Internet Services: User Obligations and Responsibilities

Students are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Students shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

**STUDENT USE OF TECHNOLOGY**

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other personally identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
6. Students shall not use the system to engage in commercial or other for-profit activities.
7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.
9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
11. Students shall report any security problem or misuse of the services to a teacher or principal.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

**STUDENT USE OF TECHNOLOGY**

Whenever a student is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

**Technology Acceptable Use Agreement**

The following pages include the Acceptable Use Agreement.



**STUDENT USE OF TECHNOLOGY**

The Superintendent or designee shall oversee the maintenance of the districts technological resources and may establish guidelines and limits on their use. All instructional staff shall receive a copy of this administrative regulation, the accompanying Board policy, and the district's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of district Staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

District staff shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

**Online/Internet Services: User Obligations and Responsibilities**

Students are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below, and the district's Acceptable Use Agreement.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Students shall use the district's system safely, responsibly, and primarily for educational purposes.
3. Students shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

**STUDENT USE OF TECHNOLOGY**

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using email, chat rooms, or other forms of direct electronic communication. Students also shall be cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other personally identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol, or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.
6. Students shall not use the system to engage in commercial or other for-profit activities.
7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.
9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or use another individual's identity.
11. Students shall report any security problem or misuse of the services to a teacher or principal.

The district reserves the right to monitor use of the district's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the district for the purpose of ensuring proper use.

**STUDENT USE OF TECHNOLOGY**

Whenever a student is found to have violated Board policy, administrative regulation, or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

**Technology Acceptable Use Agreement**

The following pages include the Acceptable Use Agreement.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)**  
**NETWORK AND COMPUTER RELATED RESOURCES**  
(Based on BP/AR 4040 and BP/AR 6163.4)

In exchange for the use of the Tracy Unified School District (TUSD) computer systems and data communication networks, either locally attached or through remote connection on or near school property, in school vehicles and buses, and at school-sponsored activities, the following agreement will apply. **Please read this document carefully.** It is a legally binding agreement when signed. The guardian/parent must sign when the user is under 18 years of age.

The use of the TUSD network/computer system is a privilege for which users accept responsibility. Each user must act in an appropriate manner consistent with TUSD Board of Education policies, California Education Code, and other local, state and federal laws and regulations governing the applicable matter. It is intended to provide Internet and technological resources to:

- Support learning
- Promote educational excellence and innovation
- Improve administrative efficiency
- Increase opportunities for communication and communicate with others in furtherance of the user's education
- Conduct research and provide additional resources for general information
- Result in more timely and accurate information
- Increase opportunities for professional/personal growth
- Enhance parent involvement

The TUSD network/computer system is shared and available to all registered users. The system may not be used in a way as to disrupt or interfere with its use by others. Inappropriate use of the system includes, but is not limited to:

- Virtual and physical damage, vandalism or theft of equipment as well as theft, piracy or altering of software.
- Theft of services, including connection of unauthorized network/computer equipment to the system.
- Installation of non-approved software/programs, or the download and installation of software/programs on District computers or network communication systems.
- Use of the system to communicate unlawful information or to transmit computer viruses.
- Accessing or communicating information which is pornographic, obscene, sexist, racist or abusive.
- Access or communication of "Harmful matter" as defined by California Penal Code 313.
- Violation of copyright law and Plagiarism of ideas or information.
- Use of the system for anonymous access or communication of information.
- Use of the system for commercial purposes or for political campaigning.
- Other conduct deemed objectionable by the Tracy Unified School District.
- Any violations of the classroom rules, school conduct code, educational code, or penal code.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)**  
**NETWORK AND COMPUTER RELATED RESOURCES**  
(Based on BP/AR 4040 and BP/AR 6163.4)

Students, parents/guardians, and District Staff shall recognize that the nature of the use of District technological resources extends outside of the school itself and into off-campus remote locations such as homes. The District's jurisdiction to enforce student behavior and discipline policies, and rules shall apply whether the misuse or violation is at school or away from school as long as the District's technological resources are being used in the inappropriate behavior.

The District will log the use of all systems and monitor all system utilization. Any and all information on the TUSD networks, with the exception of student and personnel records is **not** deemed private. Digital storage is TUSD property. All District computers will comply with A.R.S. 34-501 (enacted, 1999) (access to materials harmful to minors) and all District employees are required to comply with the Family Education and Privacy Rights Act of 1974 (disclosure of personally identifiable information). Student names will be included as part of their network user/email accounts. The Superintendent or designee will determine what is appropriate use of technology resources and their decision is final. The TUSD reserves the rights to any materials stored in files, and will remove any material which may believe to be unlawful, obscene, pornographic, abusive, or otherwise objectionable. The system may not be used to obtain, view, download, or otherwise gain or provide access to such materials. The Superintendent or designee will refer for disciplinary action anyone who does not comply with the provisions of this agreement. Cancellation of user privileges will be at the discretion of the staff after application of due process.

The Tracy Unified School District will not be held responsible for any damages suffered by the user, including those arising from non-deliveries, mis-deliveries, service interruptions, unauthorized use, loss of data and exposure to potentially harmful or inappropriate material sustained or incurred in connection with the use, operation, or inability to use the system. The TUSD specifically denies any responsibility for the accuracy or quality of information obtained electronically. Use of any information obtained electronically is at the risk of the user. The District assumes no liability for personal technology, including computers, smart phones, network access devices, or other electronic signaling devices, if such devices are damaged, lost or stolen. The user, or user's parent/guardian, shall indemnify and hold TUSD harmless from any losses sustained as the result of use or misuse of the District's technological resources by the user, and/or the loss or damage of personal technology.

One of the services available through the TUSD network/computer system is the Internet. The Internet, a community of network systems, is not governed by any entity. The District does not have control over the kind or quality of the information that is accessible to Internet users. It is not feasible to limit access to all materials or all emails that a parent/guardian might consider inappropriate; therefore, inappropriate use is the responsibility of the user.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)**  
**NETWORK AND COMPUTER RELATED RESOURCES**  
(Based on BP/AR 4040 and BP/AR 6163.4)

Not all access to the Internet can be supervised. Users agree not to send, access, submit, publish, display or print over the Internet or TUSD network, or using TUSD technology resources, any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, offensive or illegal material. Cyberbullying is specifically prohibited. It shall be the user's responsibility to report the inappropriate use, web site, or communications to teachers or other District Staff.

The use of TUSD network/computer system requires that all users abide by the following rules:

- Be polite, do not send or respond to abusive, harassing, or suggestive messages to anyone. Report such messages.
- Respect (do not access, delete, move, or alter) anyone else's files and/or data.
- Use appropriate language. Do not swear, use vulgarities, or express yourself in any other inappropriate language.
- Communication advocating, encouraging or supporting illegal activities is strictly forbidden.
- Copyright, trademark and/or registered laws must be adhered to at all times. All materials from the Internet and other digital resources, including graphics, must be properly cited.
- Respect the privacy of all users. Do not reveal the personal address or phone numbers of yourself or anyone else.
- District e-mail accounts are not private. TUSD e-mail is operated for and by the District.
- Respect the originator of email and do not forward e-mail messages or information without permission.
- Individuals will ONLY use authorized accounts they have been personally issued.
- All users must keep their account passwords confidential.
- Do not send "junk", "mass", or "spam" email.
- Do not use a modem connected to a TUSD computer or network.
- Access to the Internet or other District network communication systems from personal technology is limited to wireless access points on the school campuses. Access to the Internet or other District network communication systems from personal technology is not available via hardwire connections.

The Tracy Unified School District computer system is intended for the exclusive use of its registered users who are responsible for their password and their accounts. Any problems which arise from the use of the account are the responsibility of the account holder. Any misuse of the account or system will result in disciplinary action and/or the suspension or cancellation of privileges. Use of the account by someone other than the registered user will be grounds for cancellation and/or may result in disciplinary action.

**TRACY UNIFIED SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT (AUA)  
NETWORK AND COMPUTER RELATED RESOURCES**

(Based on BP/AR 4040 and BP/AR 6163.4)

The following two sections are for students and their parents and REQUIRE SIGNATURES.

**STUDENT AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand its provisions. I accept responsibility for the appropriate use of the TUSD computer system as outlined in this agreement and that violations will result in disciplinary and if appropriate criminal action. I understand that misuse of the system will result in disciplinary action and/or the cancellation of privileges. I agree to report any misuse to a teacher or District administrator.

\_\_\_\_\_  
Student or Community User (PRINT NAME)

\_\_\_\_\_  
School Site

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

**PARENT/GUARDIAN AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and understand the responsibility my child has for the use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I accept full responsibility for my child's use. I also agree to report any misuse of the system to a teacher or District administrator.

\_\_\_\_\_  
Parent (PRINT NAME)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

===== The section below is for TUSD employees and REQUIRES a SIGNATURE =====

**TUSD TEACHER/STAFF MEMBER AGREEMENT**

I have read the Tracy Unified School District "NETWORK AND COMPUTER RELATED RESOURCES (06/2012)" Acceptable Use Agreement and agree to instruct the users for whom I have responsibility in the acceptable use of the TUSD computer system and that violations will result in disciplinary and if appropriate criminal action. I cannot be held responsible for student access to technology resources for their individual work or in the context of another class. I agree to report any misuse of the system to a District administrator.

I understand and accept responsibility for supporting the provisions of this agreement with all users and for personally abiding by the rules of this agreement in my own use of the TUSD network and computer system.

\_\_\_\_\_  
Teacher/Staff Member  
(PRINT NAME)

\_\_\_\_\_  
School Site or  
Department

\_\_\_\_\_  
Job/Title

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date



# EDUCATIONAL SERVICES MEMORANDUM

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**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** May 16, 2012  
**SUBJECT:** Approve Board Policy 6170.1 Transitional Kindergarten, Board Policy 5111 and Acknowledge Administrative Regulation 5111 Admission (First Reading)

**BACKGROUND:** In 2010, California State Legislature signed into law, SB1381. This is known as The Kindergarten Readiness Act which moves up the kindergarten start date to September 1 through a multi-year phase-in requirement for local education agencies.

**RATIONALE:** SB1381 becomes effective for kindergarten start dates beginning with the 2012-13 school year. As a result, there is a need to adopt a new Board Policy, BR6170.1 Transitional Kindergarten and to revise the existing BP 5111 and AR 5111 Admission. This supports District Strategic Goal #1: Prepare all students for college and careers and Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

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

**RECOMMENDATIONS:** Approve Board Policy 6170.1 Transitional Kindergarten, Board Policy 5111 and Acknowledge Administrative Regulation 5111 Admission (First Reading)

**Prepared by:** Linda Dopp, Director of Alternative Programs



## **Transitional Kindergarten**

The Governing Board desires to offer a high-quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's transitional kindergarten shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 6020 - Parent Involvement)

### **Eligibility**

The district's transitional kindergarten program shall admit children whose fifth birthday lies between: (Education Code 48000)

1. November 2 and December 2 in the 2012-13 school year
2. October 2 and December 2 in the 2013-14 school year
3. September 2 and December 2 in the 2014-15 school year and each school year thereafter

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the transitional kindergarten program shall be voluntary.

(cf. 5111 - Admission)  
(cf. 5111.1 - District Residency)  
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)  
(cf. 5111.13 - Residency for Homeless Children)  
(cf. 5141.22 - Infectious Diseases)  
(cf. 5141.3 - Health Examinations)  
(cf. 5141.31 - Immunizations)  
(cf. 5141.32 - Health Screening for School Entry)

### **Curriculum and Instruction**

**The district's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)**

**(cf. 6141 - Curriculum Development and Evaluation)**

**(cf. 6161.1 - Selection and Evaluation of Instructional Materials)**

**Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for transitional kindergarten that bridge preschool learning foundations and kindergarten standards. Such standards shall be designed to facilitate students' development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social sciences, English language development, and social-emotional development.**

**(cf. 5148.3 - Preschool/Early Childhood Education)**

**(cf. 6011 - Academic Standards)**

**(cf. 6174 - Education for English Language Learners)**

**The number of instructional minutes offered in transitional kindergarten shall be the same as that required for the district's kindergarten program.**

**(cf. 6111 - School Calendar)**

**(cf. 6112 - School Day)**

**Transitional kindergarten students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.**

### **Staffing**

**Teachers assigned to teach in transitional kindergarten classes shall possess a teaching credential or permit that authorizes instruction at the kindergarten grade level.**

**(cf. 4112.2 - Certification)**

**The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about district standards and effective instructional methods for teaching young children.**

**(cf. 4131 - Staff Development)**

### **Continuation to Kindergarten**

**Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance.**

**A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten. (Education Code 46300)**

**(cf. 5123 - Promotion/Acceleration/Retention)**

### **Program Evaluation**

**The Superintendent or designee shall develop or identify appropriate assessments of transitional kindergarten students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.**

**(cf. 0500 - Accountability)**

**(cf. 6162.5 - Student Assessment)**

### **Legal Reference:**

#### **EDUCATION CODE**

**8973 Extended-day kindergarten**

**44258.9 Assignment monitoring by county office of education**

**46111 Kindergarten, hours of attendance**

**46114-46119 Minimum school day, kindergarten**

**46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten**

**48000 Minimum age of admission (kindergarten)**

**48002 Evidence of minimum age required to enter kindergarten or first grade**

**48200 Compulsory education, starting at age six**

**60605.8 Academic Content Standards Commission, development of Common Core Standards**

### **Management Resources:**

#### **CSBA PUBLICATIONS**

**Transitional Kindergarten, Issue Brief, July 2011**

#### **CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES**

#### **ASSOCIATION PUBLICATIONS**

**Transitional Kindergarten (TK) Planning Guide: A Resource for Administrators of California Public School Districts, November 2011**

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

**Transitional Kindergarten FAQs**

**California Preschool Curriculum Framework, Vol. 1, 2010**

**California Preschool Learning Foundations, Vol. 1, 2008**

**Prekindergarten Learning Development Guidelines, 2000**

**First Class: A Guide for Early Primary Education, 1999**

#### **COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS**

**11-08 Transitional Kindergarten Assignments, Credential Information Alert, August 25, 2011**

**WEB SITES**

**CSBA:** <http://www.csba.org>

**California County Superintendents Educational Services Association:**

<http://www.ccsesa.org>

**California Department of Education:** <http://www.cde.ca.gov>

**California Kindergarten Association:** <http://www.ckanet.org>

**Commission on Teacher Credentialing:** <http://www.ctc.ca.gov>

**Transitional Kindergarten California:** <http://www.tkcalifornia.org>

11/11

**ADMISSION**

~~The Governing Board believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll an school aged children in school.~~

~~The Superintendent or designee shall maintain procedures that provide for the verification of all entrance requirements specified in law and in Board policies and regulations.~~

**Legal References:****EDUCATION CODE:**

~~46600 Agreements for admission of pupils desiring interdistrict attendance~~

~~48000 Minimum age of admission (kindergarten)~~

~~48002 Evidence of minimum age required to enter kindergarten or first grade~~

~~48010 Minimum age of admission (first grade)~~

~~48011 Admission from kindergarten or other school; minimum age~~

~~48050-48053 Nonresidents~~

~~48200 Children between ages of 6 and 18 years (compulsory full time education)~~

~~48211 Habits and disease~~

~~48221 Physical or mental condition~~

~~49076 Access to records by persons without written consent or under judicial order~~

~~49408 Information of use in emergencies~~

**HEALTH & SAFETY CODE:**

~~3380-3390 Immunization against communicable diseases~~

~~3400-3409 Tuberculosis tests for pupils~~

**CODE OF REGULATIONS, TITLE 5**

~~200 Promotion from kindergarten to first grade~~

~~201 Admission to high school~~

**Students BP 5111 (a)****ADMISSION (Continued)**

~~Adopted: 6/9/98~~

**CODE OF REGULATIONS, TITLE 17**

~~6000-6075 School attendance immunization requirements~~

~~TITLE VII, SUBTITLE B, THE MCKINNEY ACT OF 1987~~

**The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of students entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.**

**The Superintendent or designee shall verify the student's age, residency, and any other admission criteria specified in law and in Board policies and administrative regulations.**

**(cf. 0410 - Nondiscrimination in District Programs and Activities)**

**(cf. 5111.1 - District Residency)**

**(cf. 5111.12 - Residency Based on Parent/Guardian Employment)**

**(cf. 5119 - Students Expelled from Other Districts)**

**(cf. 5125 - Student Records)**

**(cf. 5141.3 - Health Examinations)**

**(cf. 5141.31 - Immunizations)**

**(cf. 5141.32 - Health Screening for School Entry)**

**(cf. 6173 - Education for Homeless Children)**

**(cf. 6173.1 - Education for Foster Youth)**

**(cf. 6173.2 - Education of Children of Military Families)**

**All resident students who are enrolling either in the school in their attendance area or in another district school shall be subject to the timelines established by the Board in BP/AR 5116.1 - Intradistrict Open Enrollment. Nonresident students may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.**

**(cf. 5116.1 - Intradistrict Open Enrollment)**

**(cf. 5117 - Interdistrict Attendance)**

**(cf. 5118 - Open Enrollment Act Transfers)**

**The Superintendent or designee may admit to the ninth grade only those students who have graduated from eighth grade or who are recommended in writing by their eighth-grade principal as capable of profiting from high school instruction.**

**(cf. 5123 - Promotion/Acceleration/Retention)**

**Legal Reference:**

**EDUCATION CODE**

**46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten**

**46600 Agreements for admission of students desiring interdistrict attendance**

**48000 Minimum age of admission (kindergarten)**

**48002 Evidence of minimum age required to enter kindergarten or first grade**

**48010 Minimum age of admission (first grade)**

**48011 Admission from kindergarten or other school; minimum age**  
**48050-48053 Nonresidents**  
**48200 Children between ages of 6 and 18 years (compulsory full-time education)**  
**48350-48361 Open Enrollment Act**  
**48850-48859 Educational placement of foster youth**  
**49076 Access to records by persons without written consent or under judicial order**  
**49408 Information of use in emergencies**  
**49700-49704 Education of children of military families**  
**HEALTH AND SAFETY CODE**  
**120325-120380 Education and child care facility immunization requirements**  
**121475-121520 Tuberculosis tests for students**  
**CODE OF REGULATIONS, TITLE 5**  
**200 Promotion from kindergarten to first grade**  
**201 Admission to high school**  
**CODE OF REGULATIONS, TITLE 17**  
**6000-6075 School attendance immunization requirements**  
**UNITED STATES CODE, TITLE 42**  
**11431-11435 McKinney Homeless Assistance Act**

**Management Resources:**

**CSBA PUBLICATIONS**

**Transitional Kindergarten, Issue Brief, July 2011**

**OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

**Dear Colleague Letter, May 6, 2011**

**WEB SITES**

**CSBA: <http://www.csba.org>**

**California Department of Education: <http://www.cde.ca.gov>**

**Office for Civil Rights, U.S. Department of Education:**

**<http://www2.ed.gov/about/offices/list/ocr>**

**(6/90 6/91) 11/11**

## ADMISSION

### **A. Purpose and Scope**

Educational Services shall be available to school age children. Entrance requirements are specified by laws, Board Policy and Administration Regulation.

### **B. General**

1. Parents shall be required to provide documentary evidence of the birth date of the child, health examination, and immunizations at the time of enrolling in kindergarten or first grade.
2. New students who move into the district will be required to register at the school located in their attendance area. If space is unavailable in their attendance area school, the Director for Student Services will be contacted for a placement decision in accordance with existing policies.
3. Children will only be admitted into kindergarten who have attained the minimum age specified in the law. To be eligible for enrollment in kindergarten a child must be five years of age on or before December 2, of the current school year. To be eligible for first grade a child will typically have attained the age of six years on or before December 2, of the current school year. Exceptions from routine admission to the first grade may be made by the principal, teacher, school psychologist, and the Director of Student Services upon the parents written request, according to the provisions of the California Administrative Code, Title 5, Section 200. (Education Code 48000).
4. Children who apply for initial admission to the district's schools by transfer from nonpublic schools or from schools outside the district may be placed at the grade they would have reached elsewhere pending observation and evaluation by classroom teachers, guidance personnel, and the school principal. After such observations and evaluations have been completed, the principal will determine the final grade placement of the children.
5. The district administration will admit to the high school any student of the district who has completed the work of the eighth grade. Students who, in the judgment of the administration, are capable of benefiting from high school instruction will also be accepted in high school.

### **C. Procedures**

1. Any child lawfully attending kindergarten may be admitted to first grade at the discretion of the principal, teacher, and the school psychologist upon the parents written request, according to the provision of Administrative Code, Title 5, Section 200 which indicates that:
  - a. The child is at least (5) years of age.
  - b. The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his ability.
  - c. The child is in the upper five per cent of his age group in terms of general mental ability.
  - d. The physical development and social maturity of the child are consistent with



~~his advanced mental ability.~~

~~e. The parent or guardian of the child has filed with the school district a written statement approving placement in the first grade.~~

~~2. The parent or guardian of a child, prior to admission to kindergarten or first grade, shall present proof to the district evidencing that the child has had a physical examination, all immunizations, and is of legal age of admission. The legal evidences of age, in order of desirability, are as follows:~~

~~a. Certificate of Birth;~~

~~b. Baptismal Certificate, duly attested;~~

~~c. Passport;~~

~~d. Affidavit of parent, guardian or custodian of minor.~~

~~3. No child shall be admitted unconditionally to the district's schools without presentation of evidence that the child has been fully immunized against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, measles, mumps, and rubella in the manner and with immunizing agents approved by the State Department of Health.~~

~~A child may be admitted to school without proof of full immunization or presentation of a written statement by the child's legal parent or guardian to the effect that such immunization is contrary to the personal beliefs of the child, parent or guardian. Such students may be excluded when the possibility of communicable disease epidemic occurs in the district.~~

~~Parents of children admitted to kindergarten and first-time first grade entry will provide verification of a physical examination by a licensed medical practitioner or a signed waiver. This exam must be within the six months prior to kindergarten entry for kindergarten admissions. The exam for first-time first grade entry, must be anytime between 18 months before first grade entry through 90 days after entry into first grade.~~

~~4. If the local health officer determines that any child seeking first admission is reasonably suspected of having tuberculosis, and the health officer issues an order for the examination of such child, the child shall not be granted unconditional admission unless a certificate is produced showing that he/she is free of communicable tuberculosis. Failure of the child to produce a certificate of freedom from communicable tuberculosis within time limits set by the State Department of Health Services shall result in exclusion from the schools of the district until the certificate is obtained and presented, unless the children's parent, guardian or custodian provides an affidavit that the examination required to obtain the certificate is contrary to the children's beliefs. If the governing board believes that the child is afflicted with active tuberculosis, the child may be excluded from the schools until the board is satisfied that the child is not afflicted.~~

#### **D. Records Required**

Immunizations

Documents on birth date, residency and health examination

Transcripts

**E. Record Retention**

Permanent Records

**F. Responsible Administrative Unit**

Education Services Division

Student Services

School Principal

**Age of Admittance to Grades K-1**

A child shall be eligible for enrollment in kindergarten or first grade, at the beginning of the school year or at a later time in the same year, if the child has his/her fifth or sixth birthday, respectively, on or before one of the following dates: (Education Code 48000, 48010)

1. December 2 of the 2011-12 school year
2. November 1 of the 2012-13 school year
3. October 1 of the 2013-14 school year
4. September 1 of the 2014-15 school year and each school year thereafter

Any child who will have his/her fifth birthday between the date listed above for the applicable school year and December 2 shall be offered a transitional kindergarten program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6170.1 - Transitional Kindergarten)

On a case-by-case basis, a child who reaches age five after the date listed above for the applicable school year may be admitted to kindergarten at any time during the school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

1. The Superintendent or designee determines that the admittance is in the best interests of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

(cf. 5145.6 - Parental Notifications)

In determining whether a child may be granted early entry to kindergarten, the Superintendent or designee may also consider the availability of classroom space and any

**negotiated maximum class size.**

**(cf. 6151 - Class Size)**

**(cf. 7111 - Evaluating Existing Buildings)**

**Documentation of Age/Grade**

**Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)**

**Evidence of the child's age may include: (Education Code 48002)**

- 1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth**
- 2. A duly attested baptism certificate**
- 3. Passport**

**When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)**

**A student enrolling in a district school at any other grade level shall present records from his/her previous school district documenting his/her age and current grade level.**

**(cf. 5125 - Student Records)**

**(cf. 6146.3 - Reciprocity of Academic Credit)**

**(6/91 12/91) 11/11**



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. James C. Franco, Superintendent  
**FROM:** Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources  
**DATE:** May 31, 2012  
**SUBJECT:** Approve the Instructional Minutes Waiver Application to the California Department of Education (CDE) to Extend the Instructional School Day for All First Through Third Grade Students at Poet-Christian Magnet School and All Third Grade Students at South/West Park Elementary School

**BACKGROUND:** According to California Education Code all students must attend school 180 days per year. The law further indicates that a minimum number of instructional minutes be provided per grade level. When any school varies from this requirement at a grade level, it requires the approval of the Tracy Unified School Board as well as a formal waiver request to the State Board of Education. It has been past practice to offer an extended school day for all first through third graders at Poet-Christian School as well as all third grade students at South/West Park Elementary School.

**RATIONALE:** From 1997-2010 all Poet-Christian students attended school until 3:05p.m.. As a result of recent budget cuts, Poet-Christian lost a full time Art teacher and as a result for the past two school years, the first through third graders have been released from school at 2:30p.m. In order to provide equitable staffing among all four K-8 schools, the Art teacher position will be reinstated at Poet-Christian. Beginning in the 2012-2013 school year, by once again adding 35 instructional minutes to the first through third grades schedule Arts classes will be offered to all students on a daily basis. Parents and staff are overwhelmingly in favor of a longer day for students to allow for Art and Dance classes.

At Poet-Christian School the art and dance classes will provide additional support and enrichment to the curriculum being studied in the core classes. These classes support our efforts in helping students grow academically, culturally, and socially. The art and dance classes will also provide an outlet for students to express themselves artistically. When students are excited about school and the activities going on at school, they are more likely to maintain excellent attendance. Extending the instructional day by 35 minutes is necessary to be able to provide all students in first through eighth grade art and dance classes during the school day.

South/West Park Elementary School has maintained an extended day for all third grade students for several years. This extended day allows students to focus on their reading and writing. Over time the data reflects an improvement in CST scores and District assessments. Parent and teacher feedback has been positive and they prefer to stay with the longer instructional day.

South/West Park Elementary School would like to continue extending the third grade instructional minutes by dismissing students at 3:00 p.m. instead of 2:20 p.m. This will allow all students to participate in an enriched curriculum in both Music and Physical Education by a qualified certificated teacher in that subject area. S/WP is a Title I school and extending their instructional minutes will allow the students more time for their education and closing the achievement gap. This request supports District Strategic Goal #2: Ensure that all students meet or exceed grade level standards and that the achievement gap between the identified student subgroups is closed.

**RECOMMENDATION:** Approve the Instructional Minutes Waiver Application to the California Department of Education (CDE) to extend the instructional school day for all first through third grade students at Poet-Christian Magnet School and all third grade students at South/West Park Elementary School

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

**GENERAL WAIVER REQUEST**

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>First Time Waiver: ☒ **X**Renewal Waiver: ☐

Send Original plus one copy to:  
 Waiver Office, California Department of Education  
 1430 N Street, Suite 5602  
 Sacramento, CA 95814

Send Electronic copy in **Word** and  
 back-up material to: [waiver@cde.ca.gov](mailto:waiver@cde.ca.gov)

CD CODE						
6	1	0	8	9	9	7
Local educational agency: Tracy Unified School District			Contact name and Title: Linda Dopp, Director of Alternative Programs		Contact person's e-mail address: <a href="mailto:ldopp@tusd.net">ldopp@tusd.net</a>	
Address: (City) (State) (ZIP)  1875 W. Lowell Ave. Tracy, CA 95376			Phone (and extension, if necessary): (209) 830-3210  Fax Number: (209) 830-3239			
Period of request: (month/day/year) From: Aug. 2012 To: June 2013		Local board approval date: (Required)		Date of public hearing: (Required)		
<b>LEGAL CRITERIA</b>						
1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): <span style="float: right;">Circle One: EC or CCR</span> Topic of the waiver: Extend Instructional School Day for all first, second and third grade students at Gladys Poet-Christian Magnet School						
2. If this is a renewal of a previously approved waiver, please list Waiver Number: _____ and date of SBE Approval _____ Renewals of waivers must be submitted two months before the active waiver expires.						
3. Collective bargaining unit information. Does the district have any employee bargaining units? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, please complete required information below: Bargaining unit(s) consulted on date(s): 6/1/2012 Name of bargaining unit and representative(s) consulted: Tracy Educators Association; John Anderson; President of TEA The position(s) of the bargaining unit(s): <input type="checkbox"/> Neutral <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose (Please specify why) Comments (if appropriate):						
4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district. How was the required public hearing advertised? <input checked="" type="checkbox"/> Notice in a newspaper <input type="checkbox"/> Notice posted at each school <input type="checkbox"/> Other: (Please specify)						
5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: Date the committee/council reviewed the waiver request: June 4, 2012 Were there any objection(s)? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If there were objections please specify)						

**GENERAL WAIVER REQUEST**

GW-1 (10-2-09)

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

Poet-Christian Magnet School is requesting to extend the 1<sup>st</sup> – 3<sup>rd</sup> grade instructional minutes by 4,004 minutes and dismissing students at 3:05 p.m. instead of 2:30 p.m. Tuesday – Friday of each week. This will allow all students to participate in an enriched curriculum in both Dance and Art by a qualified certificated teacher. Extending the day of the 1<sup>st</sup>-3<sup>rd</sup> grades will allow us to offer Dance and Art to all students every day during the school day.

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Poet-Christian has been an Arts Magnet school since the Spring of 1997. The Arts program was cut from the district budget at the end of the 2010. Five out of six Arts classes were subsequently cut. Dance remains as a function of Physical Education. A Full Time Art teacher was added back to the school for the 2012-13 school year. By extending the school day, all students in 1<sup>st</sup>-3<sup>rd</sup> grade will be able to participate in Dance and Art classes during the regular school day. These classes support our efforts in helping students grow academically, culturally, and socially. The art and dance classes will also provide an outlet for students to express themselves artistically. When students are excited about school and the activities going on at school, they are more likely to maintain excellent attendance.

8. Demographic Information:  
Gladys Poet-Christian Magnet School has a student population of 617 and is located in a small city in San Joaquin County.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No ☒ Yes ☐  
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No ☒ Yes ☐  
(If yes, please attach explanation or copy of CPM finding)

**District or County Certification** – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title:	Date:
<b>FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY</b>		
Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:

CALIFORNIA DEPARTMENT OF EDUCATION  
**GENERAL WAIVER REQUEST**

GW-1 (Rev. 10-2-09) <http://www.cde.ca.gov/re/lr/wr/>

First Time Waiver: \_\_\_\_  
 Renewal Waiver: \_\_\_\_

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 1430 N Street, Suite 5602  
 Sacramento, CA 95814

Send Electronic copy in **Word** and  
 back-up material to: [waiver@cde.ca.gov](mailto:waiver@cde.ca.gov)

CD CODE						
6	0	4	2	8	8	1
Local educational agency:  Tracy Unified School District			Contact name and Title: Linda Dopp-Alternative Program Director		Contact person's e-mail address: <a href="mailto:ldopp@tusd.net">ldopp@tusd.net</a>	
Address: (City) (State) (ZIP)  1875 W. Lowell Ave. Tracy, CA. 95376			Phone (and extension, if necessary): (209) 830-3200 ex1050  Fax Number: (209) 830-3202			
Period of request: (month/day/year) From: 8/13/12 To: 5/31/13		Local board approval date: (Required) June 12, 2012		Date of public hearing: (Required) June 12, 2012		
<b>LEGAL CRITERIA</b>						
1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): _____ Circle One: <i>EC</i> or <i>CCR</i>  Topic of the waiver: Extend instructional school day for all third grade students at South/West Park Elementary School						
2. If this is a renewal of a previously approved waiver, please list Waiver Number: _____ and date of SBE Approval _____ Renewals of waivers must be submitted two months before the active waiver expires.						
3. Collective bargaining unit information. Does the district have any employee bargaining units? ___ No <input checked="" type="checkbox"/> Yes If yes, please complete required information below:  Bargaining unit(s) consulted on date(s): June 1, 2012  Name of bargaining unit and representative(s) consulted: Tracy Educators Association; John Anderson, President of TEA  The position(s) of the bargaining unit(s): ___ Neutral <input checked="" type="checkbox"/> Support ___ Oppose ( <i>Please specify why</i> )  Comments (if appropriate):						
4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district.  How was the required public hearing advertised?  <input checked="" type="checkbox"/> Notice in a newspaper ___ Notice posted at each school ___ Other: ( <i>Please specify</i> )						
5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver:  Date the committee/council reviewed the waiver request: June 4, 2012  Were there any objection(s)? No <input checked="" type="checkbox"/> Yes ___ ( <i>If there were objections please specify</i> )						



CALIFORNIA DEPARTMENT OF EDUCATION  
**GENERAL WAIVER REQUEST**  
 GW-1 (10-2-09)

6. *Education Code* or *California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

South/West Park School will be extending third grade instructional minutes by 4,209 minutes and dismissing students at 3:00 p.m. instead of 2:20 p.m. This will allow all students to participate in an enriched curriculum in both Music and Physical Education by a qualified certificated teacher in each subject area. As a Title I school, the additional instructional minutes will allow students more time to provide students a well rounded education and will support District efforts to close the achievement gap.

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

Providing this additional instructional period previously has created a longer day for students to focus on their reading and writing. Site data indicates that many students made significant gains on both CST and District assessments. Parent feedback has been positive and parents indicate that they prefer the longer instructional day versus the 2:20 dismissal.

8. Demographic Information:  
South/West Park Elementary School has a student population of 883 and is located in a small city in San Joaquin County.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No X ☒ Yes ☐  
 (If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No X ☒ Yes ☐  
 (If yes, please attach explanation or copy of CPM finding)

**District or County Certification** – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title:	Date:
<b>FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY</b>		
Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:



# HUMAN RESOURCES MEMORANDUM

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**TO:** Dr. James C. Franco, Superintendent  
**FROM:** ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 1, 2012  
**SUBJECT:** Approve New Job Description for ISET Technician Level III

**BACKGROUND:** Over the last twelve years, the quantity and usage of technology network systems, applications and equipment has continued to increase to support critical and essential educational and business functions and to support the increase in students and staff at the school sites. In addition, scheduled maintenance must be performed outside of school hours and for most network systems, outside of the 8:00am-5:00pm business day to support this multitude of complex and continually changing enterprise network systems. The addition of the position of ISET Technician Level III will provide increased flexibility of the ISET Department's staffing and help to provide the necessary coverage and services. Also, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions and update them to accurately reflect the experience, essential functions, and educational requirements of positions.

**RATIONALE:** This new job description will provide a needed higher level of technical expertise to maintain the District's network systems, provide security protection to critical and confidential District data, and continue to implement new technology initiatives within the District. This agenda item meets Strategic Goal #4: Utilize technology as a tool for improvement in instruction, management of departments, sites and classrooms; and to increase efficiency in operations across the District, Strategic Goal #5: Continuously improve fiscal, facilities and operational processes, and Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** Funding Source: General Fund. Additional annual cost of \$87,790.32 at Classified Salary Range 58 (Step C + Benefits).

**RECOMMENDATION:** Approve New Job Description for ISET Technician Level III

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

## **TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION**

**POSITION TITLE:** ISET Technician Level III

**DEPARTMENT/DIVISION:** Information Services and Educational Technology

### **POSITION SUMMARY:**

Under general supervision of the Director of Information Services and Educational Technology provides technical expertise for monitoring and maintaining effective systems, applications, databases, servers and other equipment on enterprise data, voice and video networks; participates in evaluations of new information technologies solutions and services for instructional and administrative functions; maintains network security and data backup and recovery operations; provides technical documentation of operating procedures, databases, and network systems configurations; and provides user support through help desk, on site assistance, and training classes. This is a 12 month position.

### **ESSENTIAL FUNCTIONS:**

1. Installs, configures, modifies, updates, tests, deploys, monitors, and maintains District network systems, servers, applications, services and equipment that support enterprise data, voice and video communications. These include, but are not limited to: Microsoft Exchange, SharePoint, SCCM, DPM, Active Directory, and server virtualization, internet services such as Radius authentication, Windows security certificates, DNS, PKI certification, DHCP services and WINS services, domain controllers, SANs, firewalls, virus protection, spam control, security systems, video conferencing and collaboration systems, SIF, VoIP phone systems, network productivity applications, bandwidth utilization devices, monitoring systems, AERIES student information system, business applications, educational applications, textbook library system, food services system, data warehouse system, transportation system, personnel, etc. and other new information technologies.
2. Participates in feasibility studies, system analysis and the evaluation and testing of new information technology solutions that result in continuous improvement of network operations, systems and services.
3. Supports, monitors, and maintains appropriate networking protocols, services, and support applications on enterprise networks.
4. Supports, monitors and maintains effective network security measures for all District network systems, servers, applications and equipment.
5. Supports, monitors and maintains Microsoft SQL and other database systems.
6. Maintains back-up and recovery systems for District data information systems using enterprise management applications and systems.
7. Maintains a level of expertise on technical knowledge and skills related to systems, applications, databases, networks, services and equipment to meet District needs.
8. Provides user training related to District enterprise network systems, servers, applications, services and equipment.
9. Maintains accurate, current and relative records, technical documentation, operating procedures, and purchase requisitions related to District enterprise area network systems, servers, applications, services and equipment.

10. Develops SQL queries and performs data exports to support District systems and applications and maintain data and report compliance with state and other external agencies.
11. Assists and supports vendors, consultants and service providers who provide technology services and support to the District related to District information technology.
12. Receives requests for service or problem resolution; prioritizes requests and resolves; maintains user requests in a work order database and tracks the progress of service and problem resolution; contacts users to keep them informed of request status.
13. Provide professional confidentiality and works collaboratively with others encountered in the course of work.
14. Maintains regular and prompt attendance in the workplace.
15. Performs other related duties as assigned by the Director of Information Services and Educational Technology or designee.

#### **EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions, and read, write, and speak at a level sufficient to fulfill the duties to be performed. Bachelor's Degree in Computer Science, Management Information Systems or other computer technology related field is required. High school diploma or equivalent is required. Three years of experience is required in the area of monitoring and maintaining Microsoft and/or Cisco related systems, applications, databases, servers and other equipment on enterprise data, voice and video networks. Microsoft and/or Cisco certifications preferred. Must possess a valid California driver's license.

#### **SKILLS AND QUALIFICATIONS:**

1. Ability to maintain data integrated, secure and effective Microsoft Windows and Cisco based enterprise data, voice and video networks.
2. Ability to maintain appropriate and secure network protocols, services, applications and security measures on District networks.
3. Ability to train users on District network systems, applications and services.
4. Ability to understand and follow oral and written instructions.
5. Ability to generate and maintain technical records, reports and documentation.
6. Ability to evaluate and implement new technology solutions to meet District needs.
7. Ability to communicate effectively in both technical and non-technical terms and to maintain a cooperative working relationship with those contacted in the course of work.
8. Ability to interpret and apply complex technical publications, manuals, online tools and documents, and other documents.
9. Ability to maintain effective SQL and other databases, data warehouse integration and support information system technology, concepts, functions, policies and procedures.
10. Ability to apply project management processes and perform project management planning.
11. Ability to apply programming principals, basic logic and software development techniques and procedures.
12. Ability to maintain data integrated, secure and effective District network operating systems, network based services, and network applications and equipment.

**PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand speech at normal levels and on the telephone, with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
7. Lift and/or carry up to 50 pounds at waist height for short distances.
8. Bend, squat, stoop and/or climb for extended periods of time.

**WORK ENVIRONMENT:**

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District staff, site staff, and the public. Driving a vehicle to conduct work at school sites is required. Employees will be required to work a minimum of one Saturday a month (Tuesday-Saturday shift) or split-shifts (12:00pm-9:00pm) to provide support maintenance and upgrades to District applications and systems. Employees will be required to work in the event of a critical network or system outage.

**SALARY:** Classified Salary Range 58

Board Approved:



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. James Franco, Superintendent  
**FROM:** ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources  
**DATE:** June 1, 2012  
**SUBJECT:** Approve Revised Job Description for Special Education Program Specialist

**BACKGROUND:** The job description for Special Education Program Specialist needs to be revised to more accurately reflect the responsibilities and requirements of the position. The role of the Program Specialist is integral to site special education teams, as well as providing support to students, principals, teachers and parents. The Program Specialist is essential for the assessment and placement of special needs students in the most appropriate and effective program, and the job description has not been updated since the position was created in 1999. Also, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, District requirements and any Federal, State or Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions. This revised job description does not reflect a salary increase.

**RATIONALE:** The revised job description is being proposed to ensure it accurately reflects the essential functions, education and experience, skills and qualifications, physical requirements and work environment for the position of Special Education Program Specialist. The current job description contains outdated terminology and does not accurately reflect the position, nor does it contain current District practices and procedures. This agenda item meets District Strategic Goal #5: Continuously improve fiscal, facilities, and operational processes; and District Strategic Goal #6: Develop and support a high performing workforce.

**FUNDING:** N/A

**RECOMMENDATION:** Approve Revised Job Description for Special Education Program Specialist

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Special Education Program Specialist

**DEPARTMENT:** Special Education

**POSITION SUMMARY:** Under the general supervision of the Director of Special Education, the Special Education Program Specialist assists the Director of Special Education in providing overall management and direction in the planning and implementation of Special Education Services. The Special Education Program Specialist coordinates the activities relating to the placement of pupils in **appropriate** special education programs. The Special Education Program Specialist is a consultant to site, and district staff and to parents in helping to implement the individual education plans for pupils as developed by the ~~EIP~~ **Individualized Education Program** teams.

### ESSENTIAL FUNCTIONS:

1. Assist in reviewing program, budget, and staffing plans to assure conformance with local, state and federal **guidelines regulations**.
2. Assist in the development of policies and procedures in matters relating to the identification and placement of students with special needs.
3. Assist in representing the District in the area of Special Education Services in its cooperative relationships with community members, community agencies, K-12 level District committees and councils. ~~and personnel in other organizational units and offices.~~
4. Assist in the planning for the continuous evaluation and improvement of the services provided by the ~~Division~~ **Department**.
5. Observe, consult with, and assist **all Special Education Department staff. Resource Specialists, Designated Instruction and Services Instructors, Special Class teachers and Inclusion staff.**
6. ~~Plan~~ **Develop** programs, coordinate curricular resources, and evaluate effectiveness of programs for ~~individuals~~ **students** with exceptional needs.
7. Serve as a resource ~~to for~~ **building site** principals regarding program function, teacher evaluation, and state and federal mandates regarding special education.
8. Assist with functional behavior assessments and positive behavior intervention **for special needs students.**
9. Develop, and coordinate **and provide** inservice training **for District staff.**
10. Supervise and participate in I.E.P. and case review meetings where appropriate.
11. Assist with nonpublic and state school placements **for special needs students.**
12. Conduct staff meetings ~~(for special education teachers).~~ **for all Special Education staff, classified and certificated.**
13. Provide statistical data to facilitate program projections and make recommendations regarding ~~special education teacher assignments~~ **for teachers, Para Educators, and School Psychologists.**
14. Serve as a liaison with a variety of community and governmental organizations.
15. **Maintain regular and prompt attendance in the workplace.**
16. Perform **other related** ~~additional~~ duties as assigned. ~~by Director Special Education.~~

**EDUCATION AND EXPERIENCE:** Must hold or be able to obtain a valid California Administrative Services credential and one of the following: Special Education teaching

credential, Clinical or Rehabilitative Services credential, Speech-Language Pathology Services credential or Pupil Personnel Services credential. Must have a Master's Degree. Minimum five years of successful Special Education teaching in a variety of grade levels and educational settings is preferred. ~~A Master's or Doctoral Degree, an administrative credential, and one of the following: a valid special education credential, clinical or rehabilitative services credential, health services credential, or a pupil services credential. Specialized training in at least two areas of Special Education Curriculum and Instruction. A valid California Driver's License is required.~~

~~Five years of successful special education experience in several venues across grade level settings.~~

#### **SKILLS AND QUALIFICATIONS:**

1. Knowledge of Special Education laws and other laws related to minors;
2. **Knowledge of the various disabilities served by special education; and normal and atypical child development;**
3. **Knowledge of student assessment practices and interpretation of test data; behavior analysis and positive behavior intervention planning; .**
4. **Ability to apply conflict resolution and problem solving techniques; and make use of community resources.**
5. **Have Knowledge of scheduling procedures and practices for the best use of resources.**
6. Ability to use principles of supervision, training, and program administration.
7. Knowledge of oral and written communication skills, program assessment and evaluation.
8. Knowledge of techniques for remediation of learning deficits.
9. ~~Have the ability to relate well to students, staff, parents and others;~~ **Ability to maintain cooperative working relationships with staff, administration, parents and the community.**
10. ~~Ability to communicate clearly and succinctly effectively, both orally and in writing, to and relate to successfully serve a diverse cultures student population.~~
11. Ability to plan, organize, develop, and coordinate the activities of a broad range of programs and special services.
12. Ability to analyze program activities and implement procedures which will improve special education services.
13. Ability to ensure that programs and activities are carried out in compliance with state and federal requirements.
14. ~~Ability to prepare oral and written reports.~~
15. Ability to make effective public presentations of program information.

#### **PHYSICAL REQUIREMENTS:**

**Employees in this position must have the ability to:**

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.



**9. Lift and carry up to 50 pounds at shoulder height for short distances.**

**SALARY:**    ~~Management Range 30A-30E~~  
                 ~~215-DOS~~  
                 **Leadership/Management Salary Schedule (LMP) Range 43**

**DOS:**            **215**

**Adopted:**        **TUSD 5/25/99**

**Revised:**

