

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, MARCH 27, 2018

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

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

AGENDA

- | | Pg. No. |
|---|----------------|
| 1. Call to Order | |
| 2. Roll Call – Establish Quorum
Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, 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 Administrative & Business Services: | |
| 3.1.1 CONFERENCE WITH LEGAL COUNSEL
- Existing Litigation (G.C. 54956.9(A))
- Yamada Bros v. TUSD | |
| 3.1.2 CONFERENCE WITH LEGAL COUNSEL
- Existing Litigation (G.C. 54956.9(A))
- F & H Construction v. TUSD | |
| 3.2 Educational Services: | |
| 3.2.1 Findings of Fact #17-18/#65, 66, 70, 71 | |
| 3.2.2 Application for Reinstatement #17-18/#29 | |
| Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| 3.3 Human Resources: | |
| 3.3.1 Adopt Resolution #17-26, adopting the Release of Temporary Certificated Employees for the 2018-2019 School Year pursuant to the terms of the individual Temporary contracts as supported by Education Code Section 44920 | |
| Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| 3.3.2 Consider Leave of Absence Requests for Certificated Employees #UC-1084, #UC-1085, #UC-1089, #UC-1090, Pursuant to Article XX | |
| Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| 3.3.3 Consider Paid Leave of Absence Request for Classified Employee | |

#UCL-296, Pursuant to Article XXIII

Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain __

3.3.4 Release Probationary Classified Employees #UCL-297

Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain __

3.3.5 Release Probationary Classified Employees #UCL-298

Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain __

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

Action: Motion__; Second__. Vote: Yes__; No__; Absent__; Abstain __

3.3.7 Conference with Labor Negotiator

Agency Negotiator: Tammy Jalique

Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Findings of Fact #17-18/#65, 66, 70, 71

Action: Motion__; Second__. **Vote:** Yes __; No __; Absent __; Abstain ____.

6b Report Out of Action Taken on Application for Reinstatement #17-18/#29

Action: **Vote:** Yes __; No __; Absent __; Abstain ____.

6c Report Out of Action Taken on Adopt Resolution #17-26, adopting the Release of Temporary Certificated Employees for the 2018-2019 School Year pursuant to the terms of the individual Temporary contracts as supported by Education Code Section 44920

Action: **Vote:** Yes __; No __; Absent __; Abstain ____.

6d Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1084, #UC-1085, #UC-1089, #UC-1090, Pursuant to Article XX

Action: **Vote:** Yes __; No __; Absent __; Abstain ____.

6e Report Out of Action Taken on Consider Paid Leave of Absence Request for Classified Employee #UCL-296, Pursuant to Article XXIII

Action: **Vote:** Yes __; No __; Absent __; Abstain ____.

6f Report Out of Action Taken on Release Probationary Classified Employees #UCL-297

Action: **Vote:** Yes __; No __; Absent __; Abstain ____.

6g Report Out of Action Taken on Release Probationary Classified Employees #UCL-298

Action: **Vote:** Yes __; No __; Absent __; Abstain ____.

7. Approve Regular Minutes of March 13, 2018.

1-6

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

8. Student Representative Reports: West High: Payton Bryant, Kaylin Hill; **Stein High:** Kayla Powers; **Kimball High:** Chloe Ramos; **Tracy High:** Marti Rhinehart; **Monte Vista:** Kelli Rickman, Zoe Boulware

- 9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
- 9.1** Adult School, DR/Willow
 - 9.2** Stein High School
 - 9.3** Recognize Ken Cefalo from Main Street Music for his Support of Music in the Tracy Unified School District
- 10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.
- 10.1 Administrative & Business Services:** None.
 - 10.2 Educational Services:**
 - 10.2.1** Receive Report on Proposed Instructional Materials for Freshman Seminar 7
- 11. 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 may 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 yellow speaker’s card).
- 12. PUBLIC HEARING:** None.
- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
- 13.1 Administrative & Business Services:**
 - 13.1.1** Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District 8-9
 - 13.1.2** Approve Entertainment, Assembly, Service, Business and Food Vendors 10-19
 - 13.1.3** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 20-22
 - 13.2 Educational Services:**
 - 13.2.1** Ratify Contract with the California Highway Patrol; and Request Overnight Travel for Twenty one Students and Six Advisors from Kimball High and Delta Charter Schools to participate in the California Highway Patrol’s Every 15 Minutes Program at Kimball High School on April 19-20, 2018 23-24

- 13.2.2 Approve Out of State Travel for Two Art Freiler School Administrators and One Teacher to Attend the Kagan Cooperative Coaching in Orlando, FL on July 13-16, 2018 25
- 13.2.3 Approve Out of State Travel for the Principal of South/West Park School to attend the National School Discipline Conference in Las Vegas, Nevada on July 10-13, 2018 26
- 13.2.4 Approve Out of State Travel for Sarah Rockey to Attend the National Teaching Proficiency through Reading and Storytelling (TPRS) Conference in Danvers, MA on July 9-13, 2018 27
- 13.2.5 Approve Out of State Travel for up to 8 Teachers and 2 Administrators from Williams Middle School to Attend the Professional Learning Communities at Work Institute in Las Vegas, NV on June 6-8, 2018 28
- 13.2.6 Ratify Agreement for Special Contract Services with American River Speech for Independent Educational Evaluation/AT/AAC Assessment 29-32
- 13.2.7 Approve Out of State Travel for the Stein High School Principal and Two Teachers to Attend the Model Schools Conference in Orlando, FL on June 23-28, 2018 33-34

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment 35
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 36-37

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

14.1 Administrative & Business Services:

- 14.1.1 Approve Revision to Business and Noninstructional Board Policy BP 1230 and Acknowledge Revision to Administrative Regulation AR 1230 School-Connected Organizations (Second Reading, Intent to Adopt) 38-46

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

- 14.1.2 Approve Resolution No. 17-23 A Resolution of the Board of Education of Tracy Unified School District Authorizing the Issuance and Sale of 2014 Election, Series 2018 General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$30,000,000, and Approving and Authorizing All Related Documents and Actions 47-56

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

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1 Adopt Resolution 17-25, Authorizing the Elimination of Certain Classified and Classified Confidential Management Positions Due to Lack of Work or Lack of Funds 57-58

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

- 14.3.2** Approve Increase to the Substitute Teachers Salary Schedule effective July 1, 2018 **59-63**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.3** Approve Administrative Intern Agreement with Teachers College of San Joaquin **64-68**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.4** Approve Agreement with Teachers College of San Joaquin for Teachers Working on Their Preliminary Administrative Credential **69-73**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.5** Approve Teacher Intern Agreement with Teachers College of San Joaquin **74-80**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
- 14.3.6** Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2017-2018 School Year **81-85**
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

- 17.1** April 24, 2018
17.2 May 8, 2018
17.3 May 22, 2018

18. Upcoming Events:

- | | |
|------------------------------------|----------------------------------|
| 18.1 March 30-April 6, 2018 | No School: Spring Break |
| 18.2 May 25, 2018 | Last Day of School |
| 18.3 May 26, 2018 | Graduation: Tracy, West, Kimball |
| 18.4 August 6, 2018 | First Day of School 2018-19 |

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, March 13, 2018**

- 6:00 PM:** 1-3. President Silva called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: D. Arriola, J. Costa, S. Gilbert, W. Gouveia, T. Guzman, G. Silva, J. Vaughn
Staff: B. Stephens, S. Harrison, C. Goodall, T. Jalique, B. Etcheverry
- 7:02 PM** 5. President Silva called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Action Taken on Findings of Fact #17-18/#49, 61, 62, 63, 64
Action: Guzman, Gouveia. **Vote:** Yes-7; No-0.
- 6b** Report Out of Action Taken on Application for Reinstatement #17-18/#28
Action: Approved. **Vote:** Yes-7; No-0.
- 6c** Report Out of Action Taken on Release Probationary Classified Employees #UCL-295
Action: Approved. **Vote:** Yes-7; No-0.
- 6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1060, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
- 6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1061, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
- 6f** Report Out of Action Taken on Consider Non-Paid Leave of Absence Request for Certificated Employee #UC-1062, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
- 6g** Report Out of Action Taken on Consider Leave of Absence Requests for Certificated Employees #UC-1063, #UC-1064, #UC-1065, #UC-1066, #UC-1067, #UC-1068, #UC-1069, #UC-1070, #UC-1071, #UC-1072, #UC-1073, #UC-1074, #UC-1075, #UC-1076, #UC-1077, #UC-1078, #UC-1079, #UC-1080, #UC-1081, #UC-1082, #UC-1083, #UC-1084, #UC-1085, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0.
- Minutes:** 7. **Approve Regular Minutes of February 27, 2018**
Action: Gilbert, Arriola. **Vote:** Yes-7; No-0.
- Employees Present:** A. Gossett, J. Noll, L. Nelson, R. Call, B. Carter, J. Stockton, L. Jones, J. Carter, T. Serrano-Quijada, M. Thorburn, V. Headley, A. Arroyo, L. Pacheco, L. Holck,

T. Brown, J. Padilla, C. Washington, J. Nott, K. Alaniz, D. Schneider, M. Long, C. Johnston, B. Eubanks, V. Cornell, J. Nott, J. Wimberley, C. Myers

Press: None.

Visitors Present: J. Gomez, E. Flores, C. Petersen, C. Goodin, B. Eubanks, B. Pekari, L & A. Serrato, T. Heben

Student Rep Reports: **8. West High FFA:** Jasmine Gomez, Evelyn Flores, and Catherine Petersen reported on their garden and chicken judging. They each talked about their projects and explained their process. They can use what they learn and apply it to multiple jobs.

Tracy High FFA: Caitlynn Goodin was unable to attend, however, Blake Eubanks reviewed what they have done over the last few months. The crab feed was successful and the profit was \$15,000. The FFA staff appreciation breakfast had over 45 staff members attend. They held a field day for FFA at UC Davis. Their livestock judging team is one of their largest teams. The state conference is coming up in April and they are sending 21 students. Approximately 65 students have animals for the fair.

Recognition & Presentations: **9.1 McKinley Elementary School Presentation**
Principal, Carla Washington, presented a power point highlighting their goal to focus on college and career readiness. They used the process Response to Intervention (RTI). They review and evaluate their goal through teacher collaboration protocol sheets, weekly grade level meetings, and PLC meetings. RTI helps students at the first sign of difficulty. It is not a program, but a process. It identifies who is at risk, why they are struggling and how they can help them. RTI creates a community of support through a framework data based decision making process and identifies and intervenes early and the focus on instruction. It helps all students succeed.

9.2 Recognize the Recipient of the Diversity & Equity Staff Recognition Award for the Spring Term of the 2017-18 School Year
The board recognized Lisa Jones (Management/School Psychologist) as the Recipient of the Diversity & Equity Staff Recognition Award for the Spring Term of the 2017-18 School Year

9.3 Recognize the Outstanding Employees of the Spring Term for the 2017-2018 School Year
The board recognized the following employees: Tom Haim (9-12) (not able to attend), Maralee Thorburn (6-8) and Vicki Headley (K-5) as Outstanding Certificated Employees; Ana Arroyo (9-12) and Leonard Pacheco (6-8) as Outstanding Classified Employees and Lynne Holck as the Outstanding Management Employee for the Spring Term of the 2017-2018 school year.

Information & Discussion Items: **10.1 Administrative & Business Services:** None.

10.1.1 Receive Report on the Commercial/Industrial Development School Fee Justification Study; and on the Residential Development School Fee

Justification Study
(Separate Cover Item)

Director of Facilities Planning, Bonny Carter, reviewed a power point which explained the purpose of the studies the residential and commercial Level I and Level II fees and mitigation fees.

10.2 Educational Services:

10.2.1 Receive Report on TUSD's Implementation of Comprehensive Sexual Health Education for the 2017-18 School Year

Coordinator of Prevention Services, Molly Long, presented a power point that reviewed the California Healthy Youth Act which was put into effect in 2016. She reviewed the topics taught and the implementation timeline. Information was posted to all websites, parent meetings were held and teachers were trained. She also reviewed the percentages of students who opted out and the teacher survey results. Changes for next year include teachers will decide if curriculum goes beyond the 10 hour allotment time; training will be split over 4 days and be grade specific; teachers will be expected to make copies; an additional all call and email will go out prior to each course offering; and all attendance clerks will use the new opt out form and enter into aeries.

Hearing of Delegations

11. Tiffanie Heben was amazed at the students who attended last night's forum. She thought they were thoughtful and talked about lack of drills in case of an active shooter on campus. She thanked Trustee Arriola for organizing the event and hopes the district does not ignore recommendations. She is also here to request a cost benefit analysis for the cost of the teacher and sub. She concerned about lost instructional time. She wants to move the current teacher to another class and hire another teacher.

Public Hearing:

12.1 Administrative & Business Services:

12.1.1 Open Public Hearing and Receive Comments on the Commercial/Industrial Development School Fee Justification Study; and, on the Residential Development School Fee Justification Study (Separate Cover Item)

Opened public hearing at 8:29 p.m.
No comments were made.
Closed public hearing 8:30 p.m.

Item 14.1.3 moved up on agenda
Action: Vaughn, Gouveia. **Vote:** Yes:7; No-0.

Consent Items:

Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.

Action: Except for 13.1.2 and 13.2.2 voted on separately Arriola, Gouveia. **Vote:** Yes-7; No-0.

Action: on Item 13.1.2
Gouveia, Guzman. **Vote:** Yes-6; No-0; Abstain-1(Arriola)

Action: on Item 13.2.2
Arriola, Vaughn. **Vote:** Yes-7; No-0.

Trustee Gilbert had some questions regarding Item 13.2.2 “Summer School Program”. Director of Alternative Programs, Julianna Stocking passed out information. She will also get any information Trustee Gilbert is requesting.

13.1 Administrative & Business Services:

- 13.1.1 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors
- 13.1.3 Approve Accounts Payable Warrants (February, 2018)
(Separate Cover Item)
- 13.1.4 Approve Payroll Reports (February, 2018)
- 13.1.5 Approve Revolving Cash Fund Reports (February, 2018)
- 13.1.6 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.7 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1 Approve Overnight Travel for the Tracy High School Pride of Tracy Marching Band and Color Guard to Participate in a Soundtrack Recording Workshop and Disneyland Parade Performance in Anaheim, CA on April 26-28, 2018
- 13.2.2 Approve the District Summer School Programs for 2018

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment
- 13.3.2 Approve Classified, Certificated, and/or Management Employment
- 13.3.3 Certify that Provisions of Section 5593 Regarding Coaches Have Been Met

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Certify Corrective Actions to the 2016-17 Findings and Recommendations of the Independent Annual Financial Report
(Separate Cover Item)

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

- 14.1.2 Certify 2017-2018 Fiscal Year Second Interim Report
(Separate Cover Item)
Associate Superintendent of Business Services, Dr. Casey Goodall, gave

a power point presentation which showed what we are certifying our financial condition, reviewed timelines and conclusions. We can meet our current and three years of financial obligations. Declining enrollment, the related maturing of the teaching staff, and continued inflationary pressures, including dramatic pension cost increases, will generate deficit spending in future years. We will review the Governor's May revise and adopt our budget in June.

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

14.1.3 Adopt Resolution No. 17-24 Approving an Increase in Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Separate Cover Item)

Action: This item was moved up to Item 12.1.1.
Vaughn, Gouveia. **Vote:** Yes-7; No-0.

14.1.4 Approve Revision to Business and Noninstructional Board Policy BP 1230 and Acknowledge Revision to Administrative Regulation AR 1230 School-Connected Organizations (First Reading)

Action: Arriola, Guzman. **Vote:** Yes-6; No-0; Abstain-1(Silva)

14.2 **Educational Services:** None.

14.3 **Human Resources:**

14.3.1 Approve Revised Job Descriptions for Director of Continuous Improvement, State and Federal Programs and Director of Assessment and Accountability

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

14.3.2 Approve Variable Term Waiver for Uttara Makker - Education Specialist Early Childhood Special Education

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

14.3.3 Approve the Creation of a Library Technician Substitute List

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

14.3.4 Acknowledge Receipt of CSEA's Sunshine Proposal for the 2017-2018 School Year

Action: Gouveia, Arriola. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Costa attended the All District Music Festival. It was a wonderful evening and the kids and their instructors did a great job. she enjoyed watching the students having fun. Trustee Vaughn thought Dan did great job of putting on the presentation at West High. The students did great job of expressing themselves and gave him insight. He feels we need to provide more counselors and create a checklist regarding drills for each school. Trustee Gouveia commented that Dan did a good job with the student forum. He loves to hear young people and wishes there were more staff members there. He also attended the Festival of Cultures and thanked Dr. Stephens, Troy Brown and the D & E Committee. Science Blast will be held on March 20th. There will be over 1000 5th graders. He thanked the district for their support on behalf of Jose Hernandez Reaching for Stars. Trustee Guzman attended the All District Music Concert and commented that it is one of the best events in Tracy. Everyone did a great job. Ken Cefalo helps with this event and gives out scholarships. He also attended the TLC board meeting. They have moved into their new building. It turned out very nice and they are very

appreciative and enjoying their new building. He congratulated the teams that have moved into playoffs. It's great that West High soccer was seated 16th and ended up playing for the championship. Trustee Arriola thanked James, Walter, Greg and administration for supporting the town hall meeting. It went great. He didn't feel safe when he grew up and he wants to ensure that our students are safe and can focus on their education. A lot of the students talking points were based on socio-emotional needs. He hopes to work with the district and partners to continue this. Regarding the racial slurs, he commented that the DA's office did a presentation on social media and also the consequences of racism. There were great discussions and they reviewed First Amendment and consequences of those rights. Trustee Gilbert passed. Trustee Silva thanked Dan for organizing the event. It was successful and he heard interesting thoughtful and heartfelt comments. Has asked for a future report on some of the issues raised. He also attended the Festival of Cultures. The Behnam girls were very impressive. The participants were from different cultures but all Americans. There is nowhere more diverse with cultures, religions, and all living in one place. He believes the United States is an example to the rest of the world on how to get that done.

**Superintendent
Report:**

Dr. Stephens reported that the Behnam girls were tremendous and got their talent from their mom. The art show, Festival of Cultures, Music Festival and student safety have been all in the last 2 weeks. He learned some things last night at the forum. Two weeks ago as part of the Tracy Reads program, he read a book to a second grade class. The students asked a lot of great questions. He is proud to be a part of TUSD.

Adjourn: 9:17 pm

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 12, 2018
SUBJECT: Receive Report on Proposed Instructional Materials for Freshman Seminar

BACKGROUND: Tracy Unified School District’s (TUSD) Summer Bridge Program for students entering ninth grade began in the summer of 2017. As part of the program’s follow up evaluation, findings indicated a need to have more support for Summer Bridge alumni during the ninth-grade school year. Tracy High School and West High School proposed a new course, the Freshman Seminar, to begin in August 2018. The Director of Instructional Media Services and a teacher of the course met to review the course needs and evaluate instructional materials that would support the standards of the Freshman Transition Initiative (FTI) created by George Washington University, which is the foundation of the Summer Bridge Program. Two sets of instructional materials were evaluated, *Foundations for Success* and *Career Choices and Changes*. *Foundations for Success* was found to be a better match to the needs of the TUSD Summer Bridge Program. This selection was presented to the Curriculum Council on March 6, 2018. The Curriculum Council is recommending the self-published *Foundations for Success*, published in 2015. Community members have been made aware of the adoption process and this recommendation through newspaper announcements and a public review period of materials at the Instructional Media Center.

RATIONALE: The program being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Is well-aligned to George Washington University’s Freshman Transition Initiative standards (85% of all standards, 100% of those that form the basis of TUSD’s Summer Bridge Program)
- Includes engaging lessons for students, customizable to TUSD’s needs
- Allows integration with Advancement Via Individual Determination (AVID) course content and skills

This agenda item meets District Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Funding for the purchase of recommended materials will not to exceed \$5,000; and will be provided by Local Control Funding Formula funds reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Instructional Materials for Freshman Seminar.

Prepared by: Dr. Debra Schneider, Director of Instructional Media Services and Curriculum



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 14, 2018
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions for the amount of \$2,199.83 (ck. #5612). This donation is a contribution to the Tom Hawkins Girl's Basketball Scholarship for the 2017-2018 school year.
2. Tracy Unified School District/Tracy High School: From the Bill Pollard Jr. Scholarship Fund for the amount of \$1,000.00 (ck. #1932). This donation is a contribution to the Bill Pollard Jr. Scholarship for the 2017-2018 school year.
3. Tracy Unified School District/Tracy High School: From James Edwards for the amount of \$500.00 (ck. #2217). This donation will benefit Tracy High School's boys track team.
4. Tracy Unified School District/Tracy High School: From Anita Edwards for the amount of \$500.00 (ck. #1185). This donation will benefit Tracy High School's girls track team.
5. Tracy Unified School District/Tracy High School: From WePay for the amount of \$4,812.50 (ck. #23240180). This donation was funded through the Snap-Raise platform for the benefit of Tracy High's AVID program.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of

the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Brian R. Stephens, Superintendent
FROM: C. Goodall, Associate Superintendent for Business Services
DATE: March 16, 2018
SUBJECT: Approve Entertainment, 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 Entertainment, Assembly, Service, Business and Food Vendors.

PREPARED BY: Cindy Everhart, Facility Use Coordinator

A CIVIC PERMIT SHOULD BE ENTERED FOR ALL VENDOR ACTIVITIES

Vendors are listed by expiration and insured name (not the program name)
↓ This list of Approved Vendors confirms verification of insurance coverage only! ↓
Board Approval based on insurance remaining current!

VENDOR'S INSURANCE REQUIRES CONTRACT PRIOR TO OCCURENCE
If vendor does not provide a contract, site must use the District's Contract Services Agreement.
Refer to District Staff Portal e-forms Business Services section.

Booster and Parent organizations are independent of both the district and the student organizations/ASB. Boosters and parent clubs must enter into their own contracts and agreements with external organizations in compliance with Parent/Booster Club bylaws and must not be appended to or be part of existing district or student organization contracts.
Parent/Booster Clubs are not to use the district tax identification number for any of their activities.

SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds.
FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!

Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee. Photo booth Vendors own the pictures and can place them on their website or social media which is a violation of policy.

↓ REQUESTING VENDORS FOR BOARD APPROVAL ↓:

Vendor Information		Insurance Expiration
<p>Bricks 4 Kids - STEM educational activities for kids age 3-13, where they play with LEGO® Bricks. Our unique model plans are designed by engineers and architects. Themes, construction, provide building blocks for educational play. Sally Studebaker- (925) 595-3934, sstudebaker@bricks4kidz.com, www.bricks4kidz.com/356. Vendor does not have a contract. must use TUSD Contract Services Agreement.</p>		4/30/19
<p>Keep it Movin Entertainment - DJ Services - Dave Reyes, (408) 645-9460, yourfavoritedjs@keepitmovinent.biz, www.keepitmovinent.net. Vendor does not have a contract. must use TUSD Contract Services Agreement.</p>		7/21/2018
Board Approved	Approved Vendor Name	Insurance Expiration
1/24/17	<p>Emergency Food Bank: Mobile Farmer's Market. Kisha Thompson-464-7369 ext. 1007, kthompson@stocktonfoodbank.org or Pat Brown-464-7369 ext. 1008 pbrown@stocktonfoodbank.org, www.stocktonfoodbank.org</p>	3/22/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Approved Vendor Name	Insurance Expiration
1/10/17	American Lives: History Brought to Life - revolutionary women history interpretations story telling program. Darci Tucker, (757) 719-0523, darci@americanlives.net	3/29/18
4/12/11	LMG Attractions - DJ and Emcee, Business Audio Visual, Event Planning, Professional Sound and Audio. Dave Tillman 209-275-0226, www.lmgattractions.com No pictures of students without parental permission.	4/5/2018
5/28/13	Gallo Center for the Arts , Bullying Prevention Performance, "The Bully Buster Rides Again". Raul Garcia, 338-5020, rgarcia@galloarts.org, www.galloarts.org	4/9/2018
2/10/15	Musson Theatrical - specializes in providing theatrical lighting, sound, scenery, and special effects. Bob Downs - 800-843-2837, bdowns@musson.com, www.musson.com	5/1/2018
2/12/08	Sparkles the Clown , Terry Donaldson - 835-8383, www.sparklesdelight.com	5/2/2018
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/2/2018
2/23/10	All for KIDZ, Inc. Producers of THE NED SHOW-character education program. Customercare@allforkidz.com, www.thenedshow.com 1-877-872-9696 x101	5/4/2018
11/14/17	LifeSaver CPR - CPR Services , Chris Peters, (209) 665-4398, www.lifesavercpr.net, LifeSaverCPR@hotmail.com	6/1/2018
6/27/17	Academy of Performing Arts - Dance choreography. Contact Deborah Skinner. (209) 814-8049, apa4fun@comcast.net, www.apaoftracy.com	6/12/2018
6/13/17	Touzinsky's Elite Volleyball - Provides Volleyball Skills Camp. Scott Touzinsky. (562) 221-5912. scottouz@aol.com	6/28/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Approved Vendor Name	Insurance Expiration
11/8/16	Lifetouch National School Studios - Student photos and photo booths through Lifetouch only. Corena Allen, (916) 526-0406, callen@lifetouch.com. Does not include DJ services.	6/30/2018
9/12/17	Delta Blood Bank/American Red Cross - Blood Drives. Kerry Morris - Office-943-3830, cell: 513-4321, kerry.morris@redcross.org. For liability purposes. Delta Blood Bank must enter Civic Permit.	7/1/2018
4/11/17	Pediatric Dentistry/Orthodontics - Dr. Solomon. (925)447-1377. majrod@icloud.com, Www.livermorekidsdentist.com	7/1/2018
4/23/13	SJ County Child Abuse Prevention Council - " <u>Parent Cafe</u> " - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. " <u>Pinwheels for Prevention</u> " - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org	7/1/2018
12/12/17	Boosterthon - Fun Run Fundraising, Andrew Kowalski - (706) 224-9079, andrewk@boosterthon.com, www.boosterthon.com. STAKES IN GRASS PROHIBITED. SAND BAGS ALLOWED FOR ONE DAY ONLY.	7/1/2018
3/14/17	Dr. Paul A. Teranishi, DDS , - dental health presentation for students. 835-8408. ptlmdds@yahoo.com, www.ptlmdds.com	7/1/2018
3/8/11	Dr. Andrew Trosien, DDS. Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2018
2/14/2012	Sound Wave Mobile DJ - David Gomes-510-938-7903, info@soundwavemobiledj.com, www.soundwavemobiledj.com. No pictures of students without parental permission.	7/23/2018
2/13/18	Shoob Photography - School photos, Alex Shoob, 567-0768, alex@shoobphoto.com, projects@shoobphoto.com, www.shoobphoto.com. No pictures of students without parental permission slip.	8/9/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Approved Vendor Name	Insurance Expiration
4/23/13	Music Systems , Disc Jockey Services, Omar Rodriguez, 640-1442, omar@music-systems.com, www.music-systems.com. No pictures of students without parental permission slip.	8/18/2018
9/12/17	DM Design Productions - Photo Booths. Danielle Miranda, (209) 207-3182, dmirandadesigns@gmail.com, www.dmdesignproductions.com. Parental permission for each participating student taking photos.	8/29/2018
3/13/18	Jostens - Pat Cummings handles jewelry, diplomas, announcements, Regalia. 916-667-8702, pat.cummings@jostens.com. Jeffrey Williams handles yearbooks-877-767-5217. www.Jostens.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	9/15/2018
3/13/18	Play-Well TEKnologies - Lego building and inventing for core engineering and confidence. Lauren Yee (510) 227-9378, lauren@play-well.org, www.playwell.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2018
12/12/17	Jackman Enterprises- Funflicks - outdoor inflatable screen for movie night. Paul Jackman-(844) 556-6843, pauljackman@funflicks.com. Www.funflicks.com	10/13/2018
4/2/11	Marquis Entertainment , DJ, lighting, karaoke (209) 951-1982, enmar3@yahoo.com; www.marquisentdjs.com	10/20/2018
9/8/15	Tracy Crime Stoppers - partnership with citizens, media, and the criminal justice system, is to prevent and solve crimes within the Tracy region Marshall Rose - (209) 627-7675	11/3/2018
4/25/16	Delta Sigma Theta Sorority - Girls Empowerment Conference. Tanya Vaughn -(510) 909-4655, Tanya.Vaughn@pro.sccgov.org Dana Cooper - 640-9127, d_goodwill@yahoo.com, www.TracyAreaDeltas.com	12/1/2018
2/11/14	World of Wonders Science Museum (WOW) , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. Insurance requires written contract.	12/1/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Approved Vendor Name	Insurance Expiration
8/12/14	Tracy Chamber of Commerce: "Hire Me First" Internship Program was established to promote youth employability through increased employment opportunities, internship and job shadowing experiences for the youth in our community. Alyssa Mupo - 835-2131, hiremefirst@tracychamber.org, www.hiremefirst.org	12/29/2018
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". Insurance requires written contract.	1/1/2019
9/12/17	Mobile Ed Productions - Educational assemblies for No Bully Zone, Science, History, Reading/Writing, Character and Performance Arts. Contact Cindy Kouczynski-800-433-7459, cindyk@mobileedprocutions.com, www.mobileedproductions.com	1/1/2019
1/23/18	DJ Glenn Black Jr. - DJ PA System, Mixer (or DJ controller), dance floor lighting, uplighting (decor lighting), etc. Glenn Black, (209) 483-3367, glennbproductions@yahoo.com, www.djglennb.com	1/4/2019
3/12/13	Entourage Events SF - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook. Parental permission for pictures of students.	1/16/2019
10/11/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net,	1/17/2019
9/13/11	California Weekly Explorer, Inc. History Programs, Barry Hovis, 714-247-2250, barrycwe@aol.com, info@californiaweekly.com, www.californiaweekly.com	2/1/2019
8/25/09	Soul Shoppe - Focus on building character & creating bully-free schools. Shawna Jones, Shawna@soulshoppe.com, Phone: 510-338-3231, www.soulshoppe.com	2/1/2019

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Approved Vendor Name	Insurance Expiration
10/11/11	Rumors Productions Company - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpedj.com, www.rpedj.com. No pictures of students without parental permission.	2/2/2019
3/13/18	Apex Fun Run - a run based character & leadership fundraiser. Jenna Martinez, (408) 772-3409, jennam@apexfunrun.com, www.apexfunrun.com. STAKES IN GRASS PROHIBITED. SAND BAGS CAN BE USED TO HOLD DOWN ITEMS BUT ONLY ALLOWED FOR ONE DAY. CONTRACT REQUIRED PRIOR TO OCCURENCE.	2/5/2019
11/13/07	Lonny Johnson - Ancient Artifacts - John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW OR WEAPONS NOT ALLOWED), bureau@assemblyline.com. www.assemblyline.com/index.html	2/5/2019
3/13/18	Rob Holladay Show - Bye Bye Bully Show, Rob Holladay, (912) 409-7263, therobholladayshow@gmail.com, www.amazingschoolshows.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/28/2019
10/24/17	City of Stockton - SJ County Library - Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee-lisa.lee@stockton.ca.gov or 937-8143. www.ssjcpl.org/involved/litservices/default.html	No Expiration Date
5/8/12	Dairy Council of CA Mobile Dairy Classroom , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1	Insurance not required if supervised by certificated employee
12/10/13	SJ Vector Control - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation.	Insurance not required if supervised by certificated employee

Proposed Vendors Insurance List
 Entertainment, Assembly Food

Board Approved	Approved Vendor Name	Insurance Expiration
2/15/17	Tracy Public Library - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov	Insurance not required if supervised by certificated employee
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net	Insurance not required if supervised by certificated employee

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Approved Vendor Name	Insurance Expiration
↓APPROVED FOOD VENDORS↓ SORTED BY INSURED NAME AND EXPIRATION DATE		
↓This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process↓ No food sales until 30 minutes after school.		
3/11/2014	Taqueria La Mexicana - Mobile Truck Catering for restaurant on 11th street only. Letty 610-1871, letty25045@hotmail.com	3/21/2018
11/12/12	Menchie's Frozen Yogurt , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com	6/6/2018
8/11/2015	Kona Ice of Tracy - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com	7/22/2018
5/9/17	Black Bear Diner - Catering. Tracy@blackbeardiner.com, (209) 835-5600 or (209) 814-0902.	8/19/2018
9/12/2017	Blue Moon Kettle Corn - Kettle Corn sales. Nicole Moore - (510) 589-6166 or bluemoonkettle@gmail.com	9/6/18
10/13/15	Pink Turtle Shoppe - Ice Cream & Cookie restaurant. Arabella McCreary - 627-8513, pinkturtleshoppe@gmail.com, www.pinkturtleicecream.com	9/9/2018
10/13/09	Famous Dave's BBQ Catering : 3162@srribs.com, 833-6337. www.famousdaves.com	10/1/2018
10/25/11	Mi Espiranza - Restaurant Catering. Call Omar Mendoza and Candida Ramiriz at 832-3020.	10/15/2018
11/14/17	Smokin Hot Meats N Treats - Food truck - Doug & Rita Westby. (510) 364-5070, smokinhotmeatsntreats@gmail.com, www.smokinhotmeatsntreats.com	11/27/2018

Proposed Vendors Insurance List
Entertainment, Assembly Food

Board Approved	Approved Vendor Name	Insurance Expiration
12/8/09	Texas Roadhouse- Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133	12/1/2018
<p>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p>		
<p>OUTDOORS BBQ RULES - 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 spill occurs, you must provide an oil absorbent and clean properly.</p>		
<p>Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and or District fines ranging from \$250-1,000.</p>		



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: March 14, 2018
SUBJECT: **Ratify Routine Agreements, 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 for or 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, the value of the fee, dedication, services or other requirements being offered to or by the District and the advance notice staff has in procuring the services or materials; or the timing required to negotiate the agreement on behalf of the District. 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 Agreements, 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
MARCH 27, 2018
SUMMARY OF SERVICES

A. Vendor: Tracy Unified School District, Transportation Department
Site: Tracy Fire Department
Item: Contract - Ratify
Services: Utilizing District school buses/bus drivers, TUSD has agreed to transport the Northern California Fire Explorers to various locations within Tracy, Dublin, and Pleasanton during the week of Spring Break, 4/3/18 – 4/7/18.
Cost: The Tracy Fire Department will compensate TUSD for all related expenses, projected to be \$11,200.00.
Project Funding: N/A

B. Vendor: Rodgers Construction and Engineering Company, Inc.
Site: Various School Sites - 2018 Asphalt Improvements
Item: Agreement
Services: Contractor to remove and replace existing deteriorated asphalt pavement, cracked seal and seal coat. Improvements include sub-grade preparation, new asphalt paving, seal coat and striping at nine (9) school sites.
Cost: \$323,000.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

C. Vendor: Harold W. Thompson, Inc.
Site: South/West Park Elementary School
Item: Agreement
Services: Contractor to remove existing floor coverings, provide floor prep and install new floor coverings in selected classrooms.
Cost: \$90,486.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

D. Vendor: Wilson Architecture, Inc.
Site: West High School – Renovation of Finishes
Item: Agreement – Ratify
Services: Architect to prepare bidding plans for the miscellaneous architectural interior finishes in the specified hallway for the locker rooms, cafeteria/student store, library and the second floor of the MS building.
Cost: \$24,600.00 + Reimbursable Expenses
Project Funding: Unrestricted General Fund/Deferred Maintenance

E. Vendor: To be Determined
Site: West High School – Renovation of Finishes
Item: Agreement
Services: Contractor to refurbish selected rooms; includes removing and replacing floor covering in cafeteria area, library and selected classrooms, paint selected classrooms and replace ceiling tiles in gymnasium hallway.
Cost: TBD
Project Funding: Unrestricted General Fund/Deferred Maintenance

F. Vendor: To be Determined
Site: Various School Sites - 2018 Concrete Improvements
Item: Agreement
Services: Contractor to remove and replace existing deteriorated concrete paving; which includes demolition, excavation, sub-grade preparation, reinforcement and new concrete per specs at Freiler School, Tracy High School and West High School.
Cost: TBD
Project Funding: Unrestricted General Fund/Deferred Maintenance

G. Vendor: Child Abuse Prevention Council – Headstart Childcare Center
Site: Villalovo Elementary School
Item: Agreement to Utilize TUSD Facility
Services: Partnership Agreement for CAPC-Headstart to utilize Room 1 at Villalovo School for a Headstart Preschool Program from April 9, 2018 to May 25, 2018 from the hours of 12:30 p.m. to 3:30 p.m.
Cost: N/A
Project Funding: N/A



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 12, 2018
SUBJECT: **Ratify Contract with the California Highway Patrol; and Request Overnight Travel for Twenty one Students and Six Advisors from Kimball High and Delta Charter Schools to participate in the California Highway Patrol's *Every 15 Minutes* Program at Kimball High School on April 19-20, 2018**

BACKGROUND: The California Highway Patrol in conjunction with the Department of Alcohol Beverage Control and the Office of Traffic Safety is taking a proactive step in educating local high school students about making mature decisions when alcoholic beverages are involved. There is one alcohol-related traffic fatality in the United States every fifteen minutes. *Every 15 Minutes* is a program that challenges high school students to think about drinking, driving, personal safety and the responsibility of making decisions when lives are involved. This agenda is seeking ratification due to the late submission of this request.

RATIONALE: Twenty-one (21) Kimball High and Delta Charter students, exhibiting leadership skills, have been selected to participate in the *Every 15 Minutes* event. Every 15 minutes, a student will be escorted out of class by the "grim reaper" and sequestered on campus. All seniors from KHS will also participate in a simulated traffic collision at KHS. After school, the students and six certificated and classified staff members from KHS and Delta Charter, along with chaperones from the California Highway Patrol, will accompany students to the Holiday Inn Express in Tracy. There, they will participate in counseling and seminars about their experiences. KHS students and staff will be transported by a District bus/van. Delta Charter will provide their own transportation from Kimball to the hotel; and to the assembly the following day. This activity meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost for this event includes set up, drama presentation, meals, supervision, substitutes, accommodations and miscellaneous items. The California Highway Patrol State Grant will pay the cost for this event. No District expenditure. California Highway Patrol State Grant is for \$12,000 total (\$6,000 for KHS and \$6,000 for Delta Charter).

RECOMMENDATION: Ratify Contract with the California Highway Patrol; and Request Overnight Travel for Twenty one Students and Six Advisors from Kimball High and Delta Charter Schools to participate in the California Highway Patrol's *Every 15 Minutes* Program at Kimball High School on April 19-20, 2018.

Prepared by: Rob Pecot, Principal, Kimball High School

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 1/2013)

CHP CONTRACT NUMBER 17C061093	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 94-1055500
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICES TO:

California Highway Patrol
Research and Planning Section; ATTN: Denise Tapia
P. O. Box 942898
Sacramento, CA 94298-0001

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bldgng SCM 5.80 B.3.b _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State.

California Highway Patrol

CONTRACTOR'S NAME, hereafter called the Contractor.

John C. Kimball High School

2. The agreement term is from 1/1/2018 or upon approval, whichever is later, to 6/30/2018

3. The maximum amount payable is \$ 6,000.00 pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ _____ (Attach list if applicable.)

4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY

ITEMIZED INVOICE OTHER Contractor will invoice using the Agency Contract Claim for Reimbursement, Exhibit B

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

ADDITIONAL PAGES ATTACHED

a. Contractor agrees to implement the Every 15 Minutes (E15M) program as outlined in Exhibit A, Program Specifications.

b. The proposed dates of the program are April 19-20, 2018.

c. THE CHP REPRESENTATIVE CONTACT INFORMATION IS:
DENISE TAPIA, RESEARCH AND PLANNING SECTION: (916) 843-3351 OR DTAPIA@CHP.CA.GOV

d. CHP reserves the right to cancel this agreement within thirty (30) days with prior written notice.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

GTC* 610 GIA* _____ *If not attached, view at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.

Other Exhibits (List) Exhibit A - Program Specifications, Exhibit B - Reimbursement Claim

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME California Highway Patrol		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) John C. Kimball High School	
BY (Authorized Signature) <i>Patricia Gamoning</i>	DATE SIGNED 12-18-17	BY (Authorized Signature) <i>Rob Pecox</i>	DATE SIGNED 12/18/17
PRINTED NAME AND TITLE OF PERSON SIGNING Patricia Gamoning, Procurement Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Rob Pecox Principal	
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		ADDRESS 3200 Jaguar Run Tracy, CA 95377	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
MV Acct State Trans	2720-001-0044	17/18	14	17	3061-215-70638

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CHP ACCOUNTING OFFICER
Michelle Fojas

DATE SIGNED
12/15/17



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 15, 2018
SUBJECT: **Approve Out of State Travel for Two Art Freiler School Administrators and One Teacher to Attend the Kagan Cooperative Coaching in Orlando, FL on July 13-16, 2018**

BACKGROUND: The Kagan Cooperative Coaching is a two-day training with one-day travel before and after the training. Kagan Coaching is the breakthrough approach to enhancing the full range of teacher skills and support implementation of cooperative learning. Through working with thousands of teachers, Kagan has developed a revolutionary coaching method that is transforming the implementation of cooperative learning structures and boosting student outcomes. Rather than giving feedback out of context after a lesson, Kagan Coaching offers specific and immediate feedback as teachers teach. If you are an administrator, staff trainer, or site-level leader charged with implementing structures, Kagan Coaching is your ticket to school success and aligns with Rigor and Relevance Framework.

RATIONALE: This training would increase the knowledge base of administration and a teacher leader to best support teachers in implementation of Rigor and Relevance Framework aligned Kagan Cooperative Learning. This conference is the only remaining one offered in 2018 and will aid with increasing the number of teachers using effective high engagement strategies with students. This Agenda item supports District Strategic Goal #2 – Hire, support, develop, train and sustain District employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential.

FUNDING: Total cost for the two-day coaching will not exceed \$5,000. MAA and Instructional site funds will pay all expenditures for this training.

RECOMMENDATION: Approve Out of State Travel for Two Art Freiler School Administrators and One Teacher to Attend the Kagan Cooperative Coaching in Orlando, FL on July 13-16, 2018.

Prepared by: Karen Alcorn, Principal, Art Freiler School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Ramona Soto, Principal, South/West Park Elementary
DATE: March 6, 2018
SUBJECT: **Approve Out of State Travel for the Principal of South/West Park School to attend the National School Discipline Conference in Las Vegas, Nevada on July 10-13, 2018**

BACKGROUND: The National School Discipline Conference provides a forum where educators may gather information on various approaches and philosophies in regards to school site discipline. Special focus will be given to supportive, non-exclusionary disciplinary practices. The goal is to learn what discipline practices are being implemented successfully nation-wide in order to move South/West Park in a positive direction.

RATIONALE: The Principal will gain valuable knowledge in regards to discipline practices including; common mistakes teachers make with classroom control; the do's and don'ts of applying positive behavior interventions, keys to working with minority students, legal practices, and updated tools and strategies for positive behavior interventions. This Agenda item supports District Strategic Goal #2: Hire, support, develop, train and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: The estimated cost for this conference will not exceed \$3,000. The cost of this trip will be paid by Site Title 1 funds.

RECOMMENDATION: Approve Out of State Travel for the Principal of South/West Park School to attend the National School Discipline Conference in Las Vegas, Nevada on July 10-13, 2018.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 13, 2018
SUBJECT: **Approve Out of State Travel for Sarah Rockey to Attend the National Teaching Proficiency through Reading and Storytelling (TPRS) Conference in Danvers, MA on July 9-13, 2018**

BACKGROUND: The National Teaching Proficiency through Reading and Storytelling (TPRS) conference trains teachers in the TPRS method of language education. TPRS was created by Blaine Ray to facilitate a more intuitive and long-lasting approach to second language acquisition. The TPRS model is based on the research, theories, and strategies of Stephen Krashen and James Asher, among others. TPRS Books has provided basic workshops and trainings for Tracy Unified School District (TUSD) World Language and ELD teachers. Miss Rockey will travel via airplane and stay at the DoubleTree Hotel North Shore, the site of the conference.

RATIONALE: It is the task of Tracy High School and TUSD to facilitate English Language Learners' proficiency in and mastery of the English language. The ability to read, write, and converse in English is essential to the future success of our English Language Learners. Fluency will lead to greater opportunities both in and out of the classroom. Miss Rockey will use the strategies and methods learned at the NTPRS Conference to support her ELD students as they build fluency in all areas of English language acquisition. She will also use her training to support fellow language teachers as they incorporate TPRS in their own classrooms. This Agenda request meets District Strategic Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost of this conference will not exceed \$2,500. The total cost includes lodging, meals, registration and transportation. All expenses for this conference will be paid out of Tracy High Targeted and General Site funds.

RECOMMENDATION: Approve Out of State Travel for Sarah Rockey to Attend the National Teaching Proficiency through Reading and Storytelling (TPRS) Conference in Danvers, MA on July 9-13, 2018.

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 7, 2018
SUBJECT: **Approve Out of State Travel for up to 8 Teachers and 2 Administrators from Williams Middle School to Attend the Professional Learning Communities at Work Institute in Las Vegas, NV on June 6-8, 2018**

BACKGROUND: Teachers and administrators from Williams Middle School will have the opportunity to build and sustain strong collaborative Professional Learning Communities (PLC) while attending the PLC at Work Institute in Las Vegas; which will help improve student learning and achievement. The goal at Williams Middle School for the 2018/2019 school year is to increase students who meet or exceed standards on English Language Arts and Math SBAC assessments by 10%. The PLC conference will be an opportunity for teachers to gain knowledge and build capacity at Williams Middle School.

RATIONALE: The Professional Learning Community at Work Institute provides Williams Middle School teachers and administrators the opportunity to learn the PLC process at work; which will allow staff to reflect on their current effectiveness. The goal of the District and Williams Middle school is to prepare all students for college and careers and that all students meet grade level standards with the focus on closing the achievement gap. The presenters who are the experts of PLC at work will guide Williams' staff in our journey in creating a more collaborative, student-centered, and data driven focus in regards to student achievement. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Lodging and transportation costs will total approximately \$726 per person. The conference cost is \$669 per person and meals will be approximately \$182 per person. The total cost per person is approximately \$1,655, including mileage, parking, etc. The total overall cost will not exceed \$16,550. The cost for this trip will be paid from District Title I Carry Over Funds.

RECOMMENDATION: Approve Out of State Travel for up to 8 Teachers and 2 Administrators from Williams Middle School to Attend the Professional Learning Communities at Work Institute in Las Vegas, NV on June 6-8, 2018.

Prepared by: Mr. Miguel Romo, Principal, Williams Middle School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 19, 2018
SUBJECT: **Ratify Agreement for Special Contract Services with American River Speech for Independent Educational Evaluation/AT/AAC Assessment**

BACKGROUND: Board approval is requested to contract for an Individual Educational Evaluation for a Speech and AT/AAC assessment. The Special Education Department would like to contract with American River Speech from Sacramento to conduct the requested independent educational evaluation. Ratification is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: Districts must offer a continuum of services including, when necessary, Independent Educational Evaluations to students with exceptional needs. This Agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract will not exceed a total of \$2,791.00 for assessment, with observation, report writing and attendance to an IEP. Special Education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with American River Speech for Independent Educational Evaluation/AT/AAC Assessment.

Prepared by: Katharine R. Alaniz, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and American River Speech, 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: Conduct a Speech and Assistive Tech. Assessment, generate reports, including copies of protocols used, 1 hour of observation, 2 hours of IEP attendance and travel + mileage for observation time.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 10, [] HOURS [] DAYS, under the terms of this agreement at the following location at service provider's location and 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 \$ \$ 2791.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$2791.00. 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, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.

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

4. The terms of the agreement shall commence on March 27, 2018, and shall terminate on June 30, 2018.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Katharine R. Alaniz, at 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

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.

9. 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. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. 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. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. 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.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Melissa Fischer Co-owner/VP
Contractor Signature Title

11-20-12
IRS Identification Number

American River Speech Therapy Inc.
Title

11344 Coloma rd. Suite # 810
Address

Gold River CA 95670

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: March 19, 2018
SUBJECT: **Approve Out of State Travel for the Stein High School Principal and Two Teachers to Attend the Model Schools Conference in Orlando, FL on June 23-28, 2018**

BACKGROUND: The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt, identifies Model Schools annually based on their demonstration of high student achievement, their ability to provide every student with a rigorous and relevant curriculum, use of data to make instructional decisions, emphasis on pedagogy over technology, and other results-driven best practices. The process of identifying and analyzing schools is part of a joint initiative of the Successful Practices Network and ICLE, and is based on the Learning Criteria to Support 21st Century Learners (HMH, 2017).

ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction. Over the past two decades, the International Center for Leadership in Education (ICLE) has been devoted to observing, studying, and supporting the transformation of the nation's most rapidly improving schools. Through years of extensive research, Founder and Chairman Bill Daggett concluded that the key to improving student performance is a tireless focus on providing rigorous and relevant instruction, and that every level of the education organization must be tightly aligned and carefully coordinated around that singular goal. These conclusions are the basis for the frameworks that are part of The Rigor/Relevance Framework; a tool developed by staff of the International Center for Leadership in Education to examine curriculum, instruction, and assessment. The Rigor/Relevance Framework is based on two dimensions of higher standards and student achievement. First, a continuum of knowledge describes the increasingly complex ways in which we think, including the acquisition and assimilation of knowledge. The second continuum, created by Dr. Bill Daggett, is known as the Application Model and includes five levels of knowing information in a discipline to applying knowledge to real world unpredictable situations.

ICLE's Model Schools Conference has been in existence for 26 years with a focus of relationships, relevance and rigor. Their priority is on highlighting effective teacher collaboration resulting in high functioning teacher teams and academies such as Farrington High School.

RATIONALE: Stein High School is continually looking to sustain and improve ways to provide a safe and equitable learning environment for all students and staff, enabling us to provide all children with a significant opportunity to receive fair, equitable, and high-quality education and to close educational achievement gaps as a Continuation High School. The International Center for Leadership in Education

(ICLE) has designated Farrington High School (FHS) as a Model School because of its work toward building effective Professional Learning Communities (PLCs). FHS has developed a Teacher Leadership Cadre (TLC) whose goal is to support student success through professional development and collaboration. Recognized by the state of Hawaii as the third best school in the state for closing the achievement gap, FHS TLCs are committed to working together to build the relationships amongst themselves and their students leading to relevance and rigor in classrooms daily. TLC is model way of sustaining an effective school culture that we would like to replicate at Stein High School (SHS) in hopes to empower teacher leaders, and build relationships while increasing rigor and relevance in our classes. FHS will be a featured school at the Model Schools Conference hosting workshops that would be beneficial to our SHS team. In conjunction, we are looking to learn to challenge our current thinking and practices as a Model School to provide real world ideas that push for innovation and transform the teaching and learning in SHS classrooms via the work of PLC's.

Stein High School (SHS) will work with Jim Warford (Executive Coach, ICLE) for the 2017-2018 school year and beyond to improve the effectiveness of PLCs at SHS. Mr. Warford suggests that taking a team to the Model Schools Conference is an effective way to learn best practices of a model PLC School. Mr. Warford states: FHS is the most effective PLC in action that he has seen, and would be an ideal model to attempt to replicate at SHS. Our team is looking to learn best practices that will sustain us as a Model School by building a team of instructional leaders who will be able to come back and train the rest of our teachers. Curriculum planning and development through the lens of the Rigor & Relevance framework in all classrooms.

Participating in the conference will support Stein High School in developing a Teacher Leadership Cadre to empower a team of teachers to lead Professional Learning Communities that will aid student achievement both academically and as a global citizen. This agenda item supports SHS WASC Action Plan and District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers. This item also supports Goal #1, Action 11 in the District LCAP; states providing training for all site administrators and Educational Services Directors on the development of highly effective Professional Learning Communities; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for the Stein teachers and principal to attend the 26th Annual Model Schools Conference: registration, expenses for meals, mileage, lodging, airplane flights, teacher's extra services, transportation, professional development resources and parking and will not exceed \$13,500. District Title I Carry Over Funds will pay the expenditures for this conference.

RECOMMENDATION: Approve Out of State Travel for the Stein High School Principal and Two Teachers to Attend the Model Schools Conference in Orlando, FL on June 23-28, 2018.

Prepared by: Amy Thompson, Principal, Stein High School



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 14, 2018
SUBJECT: **Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment**

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Lis, Amanda 6 th Grade	WMS	5/25/18	Personal
Reese, Dean Physics	THS	6/8/18	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Mello, Elliot Irrigation Specialist	MOT	3/16/18	Personal
Barrera, Elisa Clerk Typist I	North	3/7/18	Accepted Elementary Attendance Clerk position at North

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Carlson, Sharon 1 st Grade	Bohn	06/30/18
O'Hara, Thomas Social Science	WHS	06/30/18

Martinelli, Teresa Bohn 06/01/18
2nd Grade

Pooler, Cheryl Hirsch 05/25/18
3rd Grade

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 14, 2018
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED

Adams, Rebecca

School Supervision Assistant (Replacement)
Williams
Range 21, Step A - \$13.39 per hour
Funding: General Fund – Unrestricted

Barrera, Elisa

Elementary Attendance Clerk
(Replacement)
North
Range 28, Step B - \$16.47 per hour
8 hours per day
Funding: General Fund

Galvez, Irma

Bilingual Para Educator I (Replacement)
George Kelly
Range 24, Step C - \$15.73 per hour
3 hours per day
Funding: Targeted SES

Galvez, Irma

Para Educator I (Replacement)
George Kelly
Range 24, Step C - \$15.73
3 hours per day
Funding: Targeted EL

Jain, Anjali

Special Ed Para Educator I (replacement)
West High
Range 24, Step C - \$15.73
6 hours per day
Funding: Special Education

Rodrigues, Lisa

K-8 Library Technician (Replacement)
Central
Range 30, Step A - \$16.47 per hour
5 hours per day
Funding: State Lottery

BACKGROUND:

Ebojo Vaughns, Catherine

COACHES

Varsity Volleyball
Tracy High
Stipend: \$5,578.73

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Board of Education
FROM: Brian Stephens, Superintendent
DATE: March 16, 2018
SUBJECT: **Approve Revision to Business and Noninstructional Board Policy BP 1230 and Acknowledge Revision to Administrative Regulation AR 1230 School-Connected Organizations (Second Reading, Intent to Adopt)**

BACKGROUND: Multiple incidents have occurred during recent years, in which weak oversight and internal control procedures have led to significant losses of money earned by school-connected organizations, such as parent and booster clubs. In an attempt to improve oversight in those organizations, the district instituted a requirement that each school-connected organization submit a budget prior to being allowed to claim their activities associated with a particular school. While some school-connected organizations complied with the new requirement, others did not. Some organizations have continued to freely operate without district approval. Some organizations still do not consistently provide records of receipts and expenditures, nor provide a monthly reconciliation of bank statements.

RATIONALE: Board Policy 1230, Community Support Organizations, was most recently updated in December of 2009. Administrative Regulation 1230 Community Support Organizations was last revised in September of 1997. Proposed revisions of both are attached, and are based on best practice recommendations from the California School Boards Administration (CSBA) and the Fiscal Crisis Management and Assistance Team (FCMAT). Both are intended to increase oversight and internal controls without limiting the ability of the organizations to operate.

FUNDING: Not Applicable.

RECOMMENDATION: Approve Revision to Business and Noninstructional Board Policy BP 1230 and Acknowledge Revision to Administrative Regulation AR 1230 School-Connected Organizations (Second Reading, Intent to Adopt).

Prepared by: Casey Goodall, Ed.D., Associated Superintendent for Business Services

School-Connected Organizations

The Governing Board recognizes that parents/guardians and community members may wish to organize parent-teacher organizations and/or booster clubs for the purpose of supporting the district's educational and extracurricular programs, including classroom activities, athletic teams, debate teams, and musical groups. The Board appreciates the contributions made by such organizations toward the Board's vision for student learning and for providing all district students with high-quality educational opportunities. A school-connected organization shall consult with the principal or other site representative to determine school needs and priorities.

(cf. 0200 - Goals for the School District)

(cf. 6020 - Parent Involvement)

Parent clubs, booster clubs, and other school-connected organizations are separate legal entities from the district and thus are not under the control or the responsibility of district personnel. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable. However, Education Code 51521 states that no person shall solicit any other person to contribute to any fund or to purchase any item of personal property, upon the representation that the money received is to be used wholly or in part for the benefit of any public school or the student body of any public school, unless such person obtains the prior written approval of either the governing board of the school district in which such solicitation is to be made or the governing board of the school district having jurisdiction over the school or student body represented to be benefited by such solicitation, or the designee of either of such boards. To aid the Board in compliance with this requirement and with fulfilling its legal and fiduciary responsibilities of managing district operations, any group wishing to operate a school-connected organization that will conduct fund-raising activity to benefit a school or its students shall submit a written application each school year to the site administration, who shall recommend approval or denial, and forward the application to the School Board for final approval. The request for this authorization shall contain:

1. The name of the organization (initial or renewal).
2. The school site or program name.
3. The date of the application.
4. Parent organization/booster club official mailing address.
5. The names, addresses and phone numbers of all officers.
6. A declaration that the organization is a tax-exempt organization (provide tax exemption documentation, including Federal tax I. D. number, if applicable).
7. The name of the bank where the group's account will be located and the names of those authorized to withdraw funds.
8. A brief description of the organization's purpose, and a list of specific annual objectives.
9. Constitution, bylaws, rules, and procedures under which the organization will operate.
10. Evidence of adequate liability insurance for sponsored events or activities, as required by Education Code 38134. The insurance documents must include a certificate of insurance with an endorsement naming TUSD as additional insured.
11. A statement of how the organization intends to use any money remaining at the end of the

School-Connected Organizations

year if the organization is not continued or authorized to continue in the future.

12. The signature of a site administrator, and his or her recommendation for approval or denial of the application.

School-connected organizations automatically grant the district the right to audit their financial records at any time, either by district personnel or by a public accountant. An annual financial report, signed and certified by an authorized agent of the organization shall be submitted and filed with the Superintendent from each community-connected organization by August 15.

Authorizations granted under this policy shall be valid for up to one year. However, when deemed necessary by the Board, the Superintendent, or designee, the authorization for a school-connected organization to conduct activities in the district may be revoked at any time. Requests for subsequent authorizations shall be presented to the principal annually, together with an annual financial statement showing all expenditures and all income from fund-raisers.

Any program, fund-raiser or other activity sponsored by school-connected organizations shall be authorized and conducted according to Board policy, administrative regulations and school rules. For example, food sales by outside organizations must not compete with the district's school nutrition program and must comply with state and/or federal nutritional standards (Education Code 49431-49431.7; 5 CCR 15500-15501, 15575-15578; 7 CFR 210.11, 220.12). Any participation in fund-raising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary (Education Code 49011). Also, the Governing Board is responsible for ensuring that the district's athletic program provides equivalent opportunities for both males and females. Booster club activities must be included in the district's analysis of the equivalent opportunities provided by each school.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)
- (cf. 3290 - Gifts, Grants and Bequests)
- (cf. 3554 - Other Food Sales)
- (cf. 5030 - Student Wellness)
- (cf. 6145 - Extracurricular and Co-curricular Activities)
- (cf. 6145.2 - Athletic Competition)
- (cf. 1321 - Solicitation of Funds from and by Students)
- (cf. 1330 - Use of School Facilities)
- (cf. 3452 - Student Activity Funds)
- (cf. 3260 - Fees and Charges)

Legal Reference:

EDUCATION CODE

- 200-262.4 Prohibition of discrimination on the basis of sex
- 35160 Authority of governing boards

School-Connected Organizations

- 38130-38138 Civic Center Act, use of school property for public purposes
- 48931 Authorization for sale of food by student organization
- 48932 Authorization for fund-raising activities by student organization
- 49011 Student fees
- 49431-49431.7 Nutritional standards
- 51520 Prohibited solicitation on school premises
- 51521 Fund-raising project

BUSINESS AND PROFESSIONS CODE

- 17510-17510.95 Solicitations for charitable purposes
- 25608 Alcohol on school property; use in connection with instruction

GOVERNMENT CODE

- 12580-12599.7 Fundraisers for Charitable Purposes Act

PENAL CODE

- 319-329 Lottery, raffle

CODE OF REGULATIONS, TITLE 5

- 4900-4965 Nondiscrimination in elementary and secondary education programs
- 15500 Food sales in elementary schools
- 15501 Food sales in high schools and junior high schools
- 15575-15578 Requirements for foods and beverages outside the federal meals program

CODE OF REGULATIONS, TITLE 11

- 300-312.1 Fund-raising for charitable purposes

UNITED STATES CODE, TITLE 20

- 1681-1688 Discrimination based on sex or blindness, Title IX

CODE OF FEDERAL REGULATIONS, TITLE 7

- 210.11 Competitive food services
- 220.12 Competitive food services

COURT DECISIONS

- Serrano v. Priest, (1976) 18 Cal. 3d 728

Management Resources:

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

- 2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference

WEB SITES

School-Connected Organizations

CSBA: <http://www.csba.org>

California Office of the Attorney General, charitable trust registry:

<http://caag.state.ca.us/charities>

California State PTA: <http://www.capta.org>

Fiscal Crisis and Management Assistance Team (FCMAT); <http://www.fcmat.org>

TUSD Adopted: 9/23/97; Revised 12/08/09; Revised: _____.

School-Connected Organizations

Although school-connected organizations are separate legal entities and in some cases may be subject to the financial policies and bylaws of a state or national organization, districts have the authority to approve school-connected organization to operate within the district or a district school or to claim that proceeds from their fund-raising activities will benefit schools within a school district. Therefore, school-connected organizations that intend to conduct fund-raising activity to benefit a school or its students shall submit a written application each school year to the site administration, who shall recommend approval or denial, and forward the application to the School Board for final approval.

Authorization, Denial, Revocation, and Reauthorization

The request for initial authorization or reauthorization shall be **submitted to the site principal no later than May 10th** of the year prior to planned activities, and must contain:

1. The name of the organization (initial or renewal).
2. The school site or program name.
3. The date of the application.
4. Parent organization/booster club official mailing address.
5. The names, addresses and phone numbers of all officers.
6. A declaration that the organization is a tax-exempt organization (provide tax exemption documentation, including Federal tax I. D. number, if applicable).
7. The name of the bank where the group's account will be located and the names of those authorized to withdraw funds.
8. A brief description of the organization's purpose, and a list of specific annual objectives.
9. Constitution, bylaws, rules, and procedures under which the organization will operate, including:
 - a. Written procedures for maintaining the organization's finances,
 - b. Size and composition of executive board or council,
 - c. Number, term, eligibility, and duties of officers,
 - d. Procedures for electing, removing, and replacing officers,
 - e. Procedures for regular membership meetings, including frequency of general meetings, notification, agenda, and quorum,
 - f. Procedures for approving fund-raising activities and expenditures
 - g. Provisions for a periodic audit of the organization's financial statements, and
 - h. Written statement that the group will not engage in unlawful discrimination as required by Education Code 200; Government Code 11135; Code of Regulations, Title 5 4900-4965; and United States Code, Title 20 1681-1688.
10. Evidence of adequate liability insurance for sponsored events or activities, as required by Education Code 38134. The insurance documents must include a certificate of insurance with an endorsement naming TUSD as additional insured.
11. A statement of how the organization intends to use any money remaining at the end of the year if the organization is not continued or authorized to continue in the future.
12. The signature of a site administrator, and his or her recommendation for approval or denial of the application.

School-Connected Organizations

If the Superintendent or designee proposes to deny the request for reauthorization, he/she shall present his/her recommendation to the governing board for approval.

School-connected organizations automatically grant the district the right to audit their financial records at any time, either by district personnel or by a public accountant. An **annual financial report summarizing completed activities**, signed and certified by an authorized agent of the organization shall be **submitted and filed with the Superintendent from each school-connected organization by August 15**.

Authorizations granted under this policy shall be valid for up to one year. However, when deemed necessary by the Board, the Superintendent, or designee, the authorization for a school-connected organization to conduct activities in the district may be revoked at any time. Requests for subsequent authorizations shall be presented to the principal annually, together with an annual financial statement showing all expenditures and all income from fund-raisers.

Rules

Each school-connected organization shall abide by the following rules:

1. The organization shall not act as an agent of the district or school.
2. The organization shall not use the district's tax-exempt status and identification number. It shall be responsible for its own tax status, accounting, internal controls, financial reporting, retention of records, and other operations.
3. The organization shall use a separate name and logo (if used). Any use of a name or logo affiliated with the district, a district school, or a school team shall require the prior consent of the Superintendent or designee.
4. Funds of the school-connected organization shall be deposited into an account established specifically for its own use, and shall not be co-mingled with district funds, including associated student body funds.
5. The organization shall not hire or directly pay any district employee. If a school-connected organization wishes to pay for additional and/or extracurricular services, the person to provide the services shall be hired through the district's personnel department, provided the Board approves the position. At their discretion, employees may volunteer to perform activities for school-connected organizations during nonworking hours.
6. When a school-connected organization wishes to donate to a school site or its Associated Student Body (ASB), and if the value of the donation is equal to or greater than \$500, the donation must be submitted to the School District governing board. A completed district donation form must be forwarded to the Secretary to the Associate Superintendent of Business Services along with the donation. If requested, the Secretary to the Associate Superintendent of Business Services will provide the organization with a copy of the donation form as well as the board policy regarding gifts, grants, and bequests.

Cash donations are preferred when the organization intends to purchase supplies or

School-Connected Organizations

equipment. The purchase will be handled through the district or ASB purchasing system by a district-designated individual who is authorized to spend the funds, with the site administrator’s approval.

Direct donations of books, instructional materials, furniture or equipment shall be accepted only if they meet regular district criteria. The same \$500 limit for governing board approval applies. After acceptance, the Director of School Business Support Services and Purchasing will coordinate any marking, inventory or distribution needs with the district warehouse. All items requiring marking must be delivered to the warehouse for handling. Items will not be picked up or marked at the site.

The use of any item or funds donated by a school-connected organization becomes the property of the District and will be used at the discretion of the District in accordance with District policy. It is the intent of the District that items donated to a specific site will be used at that site.

Internal Control and Fiscal Management Procedures

Each school-connected organization shall abide by the following internal control and fiscal management procedures.

1. As part of the annual application process, include an annual budget that includes carefully developed estimates of proposed income-producing activities for the year, as well as proposed expenditures for the year.
 - a. This allows the organization to determine if it will raise enough funds during the year to cover the anticipated costs.
 - b. It also allows the principal to monitor fund-raising activities and monitor donations and other expenditures.
 - c. Fund-raising activities should be conducted for a specific goal and not simply to raise money for the organization. All fund-raising activities conducted on school premises or associated with the school’s name must adhere to the guidelines established by the board of education in this administrative regulation and other best practices.
2. The treasurer or designated officer must prepare monthly financial statements and present said statements to the organization and to the Director of School Business Support Services and Purchasing with a copy of the most current bank statement and reconciliation. Financial statements must include cash receipts, cancelled checks, checking account beginning and ending balances, and bank reconciliation. The financial statements may also include balance sheets, income statements and other relevant items.
 - a. **Authorization to operate as a school-connected organization shall be automatically revoked for any organization that fails to submit financial statements to the principal and the school district representative on two or more consecutive months. A list of authorized school-connected organizations shall be made public each month at a regularly scheduled school board meeting.**

School-Connected Organizations

3. All expenditures must be approved by the board of the school-connected organization and the approval note in the board meeting minutes. Checks must require a minimum of two signatures.

TUSD Adopted: 9/23/97; Revised _____.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: March 19, 2018
SUBJECT: **Approve Resolution No. 17-23 A Resolution of the Board of Education of Tracy Unified School District Authorizing the Issuance and Sale of 2014 Election, Series 2018 General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$30,000,000, and Approving and Authorizing All Related Documents and Actions**

BACKGROUND: In 2008, pursuant to procedures set forth in the California Education Code, the District formed School Facilities Improvement District No. 3 (“SFID 3”), creating a sub-area of the District in which general obligation elections can be called and conducted, the proceeds of which are to be used to finance improvements to school facilities within SFID 3.

Two elections have been conducted in SFID 3, the first on November 4, 2008 at which \$43.1 million in bonds was authorized (Measure S), and the second on June 3, 2014, at which \$82 million in bonds was authorized (Measure B).

The District has issued all series of the 2008 bonds. Additionally, the District issued the first series of 2014 Election Bonds in 2015 in the amount of \$29 million, leaving \$53 million authorized but unissued.

RATIONALE: At this time, in order to finance additional voter-approved projects, the District desires to authorize a second series of 2014 Election Bonds in the amount of up to \$30,000,000. The Resolution authorizes the bonds to be issued as current interest bonds pursuant to the provisions of the California Government Code, with maturities and interest rates within legal limitations. The repayment to borrowing ratio is not to exceed the legal maximum of 4:1, and is expected to be less than 2:1. Appendix A of the Resolution summarizes certain current expectations about the financing, in accordance with SB 450. The bonds will be payable from the receipts of *ad valorem* property taxes levied by the County on property within the Improvement District.

The Bonds are proposed to be sold on a negotiated basis to the investment banking firm of Raymond James. A Request for Proposals (RFP) was sent out by the District’s Bond Financial Advisor, Isom Advisors, on March 6, 2018 to solicit proposals for underwriting services for the

financing of the bonds. Four responses were received and evaluated by Isom Advisors, the Superintendent, the Associate Superintendent of Business and the Director of Facilities.

The attached resolution authorizes District officials to proceed with the financing, bring into final form, and execute related documentation. Documents on file with Board members relating to the financing are in draft form and will be continued to be completed by District staff in concert with the financing team. Draft documents are described below:

- 1) Paying Agent Agreements. These Agreements will be finalized after the successful sale of the Bonds and signed by a District Representative. These Agreements set forth all of the details of the Bonds, such as interest payment dates and maturity dates, and confirm the pledge of *ad valorem* tax collections to repayment of the Bonds.
- 2) Preliminary Official Statement. The Preliminary Official Statement (the "POS") is the document that will be printed and circulated to potential investors in the Bonds. The POS describes to investors the terms of the bonds (principal maturity amounts and dates, interest payment dates), and the security for the bonds (*ad valorem* taxes levied and collected in the Improvement District in a sufficient amount to pay debt service coming due in each fiscal year on the Bonds), describes the Improvement District's tax base, and also presents District financial information to provide an investor with information regarding the District's overall financial health. The securities laws require that a POS (i) not contain any misleading information and (ii) not omit any material information. In authorizing the issuance of securities and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may a public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading. If a Board member is aware of something that should be considered and disclosed in the Preliminary Official Statement relating to the District's ability to pay the Bonds from *ad valorem* taxes levied and collected in the Improvement District, that member should advise the financing team so it can be considered and possibly disclosed to investors. The Resolution delegates authority to the District's staff to make changes to the POS following approval but before the Preliminary Official Statement is printed and distributed to investors.
- 3) Bond Purchase Agreement. This document sets forth all of the terms of the negotiated sale of the Bonds. The Bond Purchase agreement is authorized to be finalized and executed by a District official, provided it meets the parameters of the Resolution.
- 4) Continuing Disclosure Certificate. Under the Resolution, the District covenants to comply with all of the terms of the Continuing Disclosure Certificate, which is attached to the POS as Appendix E and will be signed by a District Official upon the delivery of the Bonds. Under this agreement, which is required under Federal securities laws, the District must (1) annually (by March 31 of each year) file certain information with the Securities Rulemaking Board, consisting generally of the District's annual financial statements, and (2) report certain significant events that might occur over the terms of the Bonds, such as a rating change or a delinquent payment. This reporting obligation extends until the Bonds are paid in full.

FUNDING: Not applicable. GO Bonds are repaid by property tax collections in SFID 3. Proceeds will provide funding for voter-approved projects. Costs of Issuance will be paid from the proceeds of the bonds.

RECOMMENDATIONS: Approve Resolution No. 17-23 A Resolution of the Board of Education of Tracy Unified School District Authorizing the Issuance and Sale of 2014 Election, Series 2018 General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District in the Aggregate Principal Amount of Not to Exceed \$30,000,000, and Approving and Authorizing All Related Documents and Actions.

Prepared by: Bonny Carter, Director of Facilities and Planning



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. No. 17-23**

**RESOLUTION OF THE BOARD OF EDUCATION OF TRACY UNIFIED
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF
2014 ELECTION, SERIES 2018, GENERAL OBLIGATION BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 3 OF TRACY
UNIFIED SCHOOL DISTRICT IN THE AGGREGATE PRINCIPAL
AMOUNT OF NOT TO EXCEED \$30,000,000, AND APPROVING AND
AUTHORIZING ALL RELATED DOCUMENTS AND ACTIONS**

WHEREAS, an election was duly and regularly held in School Facilities Improvement District No. 3 (“Improvement District No. 3”) of the Tracy Unified School District (the “District”) on June 3, 2014 (the “2014 Election”) for the purpose of submitting to the qualified electors of Improvement District No. 3 the question whether general obligation bonds should be issued in the aggregate principal amount of \$82,000,000 payable from the levy of an *ad valorem* tax against the taxable property in Improvement District No. 3 (known as “Measure B”), at which election more than fifty-five percent of the votes cast were in favor of the issuance of such bonds (the “Bonds”); and

WHEREAS, the abbreviated statement of Measure B is:

“To continue the renovation and modernization of Tracy schools by upgrading older classrooms, libraries and computer labs, replacing leaking and deteriorating roofs, updating heating, plumbing and electrical systems and improving school safety and security, shall Tracy Unified School District be authorized to issue \$82,000,000 in bonds for School Facilities Improvement District No. 3, at legal interest rates, with all expenditures monitored by an Independent Citizens’ Oversight Committee and no funds spent on administrators”; and

WHEREAS, in order to finance capital projects approved by the Measure B, on July 9, 2015, the District issued an initial series of the Bonds designated “General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District (San Joaquin County, California) 2014 Election, Series 2015” in the aggregate principal amount of \$29,000,000, leaving \$53 million of authorized but unissued Bonds; and

WHEREAS, at this time, the District has determined to initiate proceedings for the issuance of a second series of the Bonds in the aggregate principal amount of not to exceed \$30,000,000, to be

designated “General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District (San Joaquin County, California) 2014 Election, Series 2018” (the “Series 2018 Bonds”); and

WHEREAS, the District is authorized to provide for the issuance of the Series 2018 Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code (the “Bond Law”); and

WHEREAS, the Board of Education has approved a Debt Management Policy in accordance with Senate Bill 1029 effective January 1, 2017, and issuance of the Series 2018 Bonds will be in compliance with said Policy;

WHEREAS, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix A is the information relating to the Series 2018 Bonds that has been obtained by the Board of Education and is hereby disclosed and made public; and

NOW, THEREFORE, the Board of Education of the District hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. The Board hereby finds that the foregoing recitals are true and correct and approves the financing plan, and the issuance of the Series 2018 Bonds as described herein.

Section 2. Authorization of Series 2018 Bonds The Board hereby authorizes the issuance of the Series 2018 Bonds in the aggregate principal amount not to exceed \$30,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Measure, the Bond Law, this Resolution and the Paying Agent Agreement approved in Section 3 hereof, for the purpose of raising money for the acquisition and improvement of educational facilities in accordance with Measure B and to pay related issuance costs. The Series 2018 Bonds shall be issued as bonds which bear current interest and shall be designated the “General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District (San Joaquin County, California) 2014 Election, Series 2018”, with such modifications, if any, as may be advisable to identify the Series 2018 Bonds.

Section 3. Approval of Paying Agent Agreement. The Series 2018 Bonds shall be issued upon the terms and conditions set forth in a Paying Agent Agreement between the District and The Bank of New York Mellon Trust Company, N.A., as paying agent thereunder (the “Paying Agent Agreement”), in substantially the form on file with the Secretary of the Board, together with any changes therein or modifications thereof which are approved by the Superintendent, Associate Superintendent of Business Services or Director of Facilities and Planning (each, an “Authorized Officer”), whose execution thereof shall be conclusive evidence of the approval of any such changes or modifications. An Authorized Officer is directed to execute the final form of the Paying Agent Agreement for the Series 2018 Bonds in the name and on behalf of the District. All of the provisions of the Paying Agent Agreement relating to the terms of the Series 2018 Bonds are hereby incorporated into this Resolution by reference. The selection of The Bank of New York Mellon Trust Company, N.A., as Paying Agent is hereby approved.

Section 4. Material Provisions of Series 2018 Bonds. The Series 2018 Bonds are authorized to be issued in the form of current interest bonds which have a final maturity date which does not exceed any limitations set forth in the Bond Law. The Series 2018 Bonds shall bear interest at rates within legal limits, which shall be payable semiannually on February 1 and August 1 in each year, commencing on the date identified upon the sale thereof. In accordance with the Education Code, the repayment to principal ratio for the Series 2018 Bonds shall not exceed 4:1, and the issuance of the Series 2018 Bonds shall not cause the District to exceed applicable bonding capacity limitations. In addition, an Authorized Officer is authorized to execute a tax rate projection certificate at the time of issuance of the Series 2018 Bonds setting for the District's expectations not to exceed the maximum tax rate of \$60 per \$100,000 of assessed value with respect to Measure B Bonds within Improvement District No. 3. The Series 2018 Bonds shall be issued on a tax-exempt basis; provided, however, if legal considerations require that a portion be issued as a separate series on a federally taxable basis, the Authorized Officers are authorized to make such designations.

Section 5. Negotiated Sale of the Series 2018 Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series 2018 Bonds to Raymond James & Associates, Inc. (the "Underwriter"). The Series 2018 Bonds shall be sold pursuant to a Bond Purchase Agreement, in substantially the form on file with the Secretary of the Board, with such changes therein, deletions therefrom and modifications thereto as an Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes an Authorized Officer to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District, so long as the terms reflect the limitations contained in Section 4, and provided that the Underwriter's compensation does not exceed 0.3% of the principal amount of the Series 2018 Bonds.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series 2018 Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, (b) a negotiated sale will permit the time schedule for the issuance and sale of the Series 2018 Bonds to be expedited, (c) a negotiated sale will permit more flexibility in the debt structure, (d) a negotiated sale will allow the District to work with participants familiar with the District, and (e) a negotiated sale will increase the opportunity to pre-market the Series 2015 Bonds to investors.

Section 6. Approval of Preliminary and Final Official Statement. The Board hereby approves and deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the preliminary Official Statement describing the Series 2018 Bonds in the form on file with the Secretary of the Board. An Authorized Officer is hereby individually authorized to execute an appropriate certificate affirming the Board's determination that the preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the preliminary Official Statement by the Underwriter to prospective purchasers of the Series 2018 Bonds is hereby approved. An Authorized Officer is hereby individually authorized and directed to approve any changes in or additions to a final form of the Official Statement, and the

execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the final Official Statement by the Underwriter. An Authorized Officer shall execute the final Official Statement in the name and on behalf of the District.

Section 7. Security for the Series 2018 Bonds. The Series 2018 Bonds are general obligations of the District with respect to Improvement District No. 3, and the Board of Supervisors of the County has the power and is obligated to levy *ad valorem* taxes upon all property within Improvement District No. 3 subject to taxation by the District without limitation of rate or amount, for the payment of the principal of and interest on the Series 2018 Bonds, in accordance with and subject to Sections 15250 and Section 15252 of the California Education Code. The Series 2018 Bonds shall not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series 2018 Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series 2018 Bonds when due, including the principal of any Bonds upon the mandatory sinking fund redemption thereof (if any), which moneys when collected will be paid to the County Auditor-Controller and placed in the Debt Service Fund described in Section 8. The District acknowledges that pursuant to California law, the Series 2018 Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Series 2018 Bonds.

The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series 2018 Bonds and amounts on deposit in the Debt Service Fund (defined in Section 8) to the payment of the principal or redemption price of and interest on the Series 2018 Bonds, which pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series 2018 Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series 2018 Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series 2018 Bonds to provide security for the Series 2018 Bonds in addition to any statutory lien that may exist.

Section 8. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain funds to be known as the “Tracy USD (SFID 3) Series 2018 Bonds Debt Service Fund” (the “Debt Service Fund”), which shall be maintained by the County Treasurer as an account, distinct from all other funds of the County and the District. All taxes levied by the County Board of Supervisors, for the payment of the principal of and interest on the Series 2018 Bonds, shall be deposited in the Debt Service Fund promptly upon apportionment of said levy. The moneys in the Debt Service Fund, to the extent necessary to pay

debt service on the Series 2018 Bonds as the same become due and payable, shall be transferred by the County Treasurer to the Paying Agent in sufficient time and amount to provide for each payment coming due on the Series 2018 Bonds.

Section 9. Establishment of Building Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the “Tracy USD (SFID 3) Series 2018 Bonds Building Fund” (“Building Fund”), which shall be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. A deposit of Series 2018 Bonds proceeds shall be made to the Building Fund as required by the Paying Agent Agreement. Money in the Building Fund shall be held by the County Treasurer and disbursed at the request of the District for the payment of the costs of acquiring and constructing the school improvements approved in the Bond Measure. At such time that no amounts remain on deposit in the Building Fund, the County Treasurer may close the Building Fund.

Section 10. Continuing Disclosure. The Board hereby approves the Continuing Disclosure Certificate, in substantially the form attached to the Preliminary Official Statement, together with any changes therein or additions thereto deemed advisable by the Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officer is hereby separately authorized and directed to execute, and the Clerk is hereby authorized and directed to attest the final form of the Continuing Disclosure Certificate, for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Continuing Disclosure Certificate.

Section 11. Professionals; Costs of Issuance. Isom Advisors, A Division of Urban Futures Inc., has been selected to act as financial advisor to the District (the “Financial Advisor”), and Jones Hall, A Professional Law Corporation, has been selected as the District’s bond and disclosure counsel (“Bond Counsel”). Such engagements are confirmed pursuant to the terms of existing agreements. The estimated costs of issuance associated with the bond sale are \$160,000, which include bond counsel and disclosure counsel fees, costs of printing the Official Statement, financial advisor fees, rating agency fees, and paying agent fees, but which do not include underwriting fees and the cost of municipal bond insurance, if obtained. In accordance with the Bond Law, after the sale of the Series 2018 Bonds, actual cost information shall be presented by the Board at its next scheduled public meeting, and an itemized summary of the costs of the Series 2018 Bond sale shall be submitted to the California Debt and Investment Advisory Commission, which Bond Counsel is authorized to submit on behalf of the District.

Section 12. Delegation of Authority. The President of the Board, the Vice President of the Board, the Superintendent, the Associate Superintendent, Business Services, the Director of Facilities and Planning, the Clerk and Secretary of the Board and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants, tax rate projections, and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series 2018 Bonds; including issuance of a portion of the bonds as a federally taxable series if federal tax law considerations require that characterization to accomplish the financing objectives described herein and within the parameters described herein. Whenever in this Resolution any officer of

the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 13. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any remaining provisions hereof.

Section 14. Effective Date. This resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED by the Board of Education of the Tracy Unified School District of the County of San Joaquin, this 27th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the Board of Education of
Tracy Unified School District

Clerk of the Board of Education
Tracy Unified School District

APPENDIX A

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1 (SB 450 effective January 1, 2018)*

1. True Interest Cost of the Series 2018 Bonds (Estimated): 3.531% (All-In TIC)
2. Finance charge of the Series 2018 Bonds, being the sum of all fees and charges paid to third parties (costs of Issuance of \$160,000 plus estimated underwriter's compensation of \$88,500) (Estimated): \$248,500
3. Proceeds of the Series 2018 Bonds expected to be received by District for deposit to the Building Fund, net of proceeds for Costs of Issuance in (2) above to paid from the principal amount of the Series 2018 Bonds: Estimated: \$29,840,000.
4. Total Payment Amount for the Series 2018 Bonds, being the sum of (a) debt service to be paid on the Series 2018 Bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Series 2018 Bonds (Estimated): \$46,618,911 (1.55:1)

**Information based on estimates made in good faith by the District's Financial Advisor. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the bonds.*



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 14, 2018
SUBJECT: **Adopt Resolution 17-25, Authorizing the Elimination of Certain Classified and Classified Confidential Management Positions Due to Lack of Work or Lack of Funds**

BACKGROUND: Pursuant to Education Codes 45117 and 45114, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain Classified and Classified Confidential Management Positions due to lack of work or lack of funds.

RATIONALE: Elimination of certain Classified and Classified Confidential Management positions are needed due to lack of work or lack of funds.

RECOMMENDATION: Approve Resolution 17-25, Authorizing the Elimination of Certain Classified and Classified Confidential Management Positions due to Lack of Work or Lack of Funds.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 17-25**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Codes §45117 and §45114, Board Policy and the Collective Bargaining Agreement between the Tracy Unified School District and the California School Employees Association permit the Governing Board to eliminate the number of classified positions due to lack of work or lack of funds:

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than June 30, 2018 due to lack of work or lack of funds:

- a. Eliminate two (2) 7.5 hour/10 month Pre-School Instructor positions
- b. Eliminate two (2) 4.25 hour/10 month Pre-School Instructor positions
- c. Eliminate one (1) 8 hour/10 month Clerk Typist/Translator position
- d. Eliminate one (1) 7.5 hour/12month School Readiness Site Lead
- e. Eliminate one (1) 4 hour/12month School Readiness Site Lead

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on June 30, 2018, the above referenced classified positions shall be eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent’s designee, is authorized and directed to give notice to the affected classified employees pursuant to the District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Tracy Unified School District on March 27, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
Attested:

**President
Board of Trustees
Tracy Unified School District**

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

**Clerk
Board of Trustees
Tracy Unified School District**



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 12, 2018
SUBJECT: **Approve Increase to the Substitute Teachers Salary Schedule effective July 1, 2018**

BACKGROUND: The District has been experiencing an extreme shortage of substitute teachers. Therefore, a survey was conducted of surrounding school districts to determine appropriate pay for substitute teachers.

RATIONALE: It was determined that the District is not competitive with surrounding school districts; therefore, an increase to the current salary schedule for substitute teachers is advised. An increase will enable the District to recruit and retain qualified substitute teachers. The proposed salary schedule is attached.

This agenda item aligns with Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The increase to the substitute teacher salary schedule will be paid from the general fund.

RECOMMENDATION: Approve Increase to the Substitute Teachers Salary Schedule effective July 1, 2018

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

SUBSTITUTE TEACHERS SALARY SCHEDULE

Effective July 1, 2014

Effective July 1, 2018

As of ~~July 1, 2014~~ **July 1, 2018** the following substitute salary schedule will be utilized, based on the number of days each substitute teacher worked during the prior school year.

The pay rates for substitute teachers are based on annual days worked and are not cumulative from year to year. On July 1 of each year, the appropriate pay rate for each substitute teacher shall be based on the total number of days the substitute teacher worked in the prior year, from July 1 to June 30. If a substitute teacher does not begin the year at the highest available rate, he/she may qualify for the higher rates during that school year by working the required number of annual days.

1. Substitute teachers will be paid on a sliding pay scale based on the number of days worked each year. The daily rate for a substitute teacher who has worked less than 31 days in the current or prior year is ~~\$120~~ **\$160**. After the 30th day of substitute teaching in the current or prior school year, the substitute teacher's daily rate will increase to ~~\$130~~ **\$170**. After the 60th day of substitute teaching in the current or prior school year, the substitute teacher's daily rate will increase to ~~\$150~~ **\$190**. After the 90th day of substitute teaching in the current or prior school year, the substitute teacher's daily rate will increase to ~~\$160~~ **\$200** and will remain at that rate for the remainder of the school year. Accumulated days in a school year do not carry over to the following school year.
2. Intersession and/or summer school days worked by a substitute teacher will be included in the total amount of annual accumulated days. Intersession, summer school and substitute teaching days do not carry over to the following school year. Less than full days worked will be counted as full days towards the annual accumulated number of days worked. Accumulated days in a school year do not carry over to the following school year.
3. For the following school year, the substitute teacher shall earn a daily rate based on the number of days that the substitute worked in the prior year.

For example:

If a substitute teacher worked 15 days during the ~~2013-2014~~ **2017-2018** school year, the daily rate at the beginning of the ~~2014-2015~~ **2018-2019** school year will be ~~\$120~~ **\$160**. If a substitute teacher worked 45 days during the ~~2013-2014~~ **2017-2018** school year, the daily rate at the beginning of the ~~2014-2015~~ **2018-2019** school year will be ~~\$130~~ **\$170**. However, the substitute may achieve the higher pay rates by working the prescribed amount of annual days according to the schedule in Table 1.

If a substitute teacher worked 80 days during the ~~2013-2014~~ **2017-2018** school year, the daily rate at the beginning of the ~~2014-2015~~ **2018-2019** school year will be ~~\$150~~ **\$190**. However, the substitute may achieve the higher pay rates by working the prescribed amount of annual days according to the schedule in Table 1.

If a substitute teacher worked 112 days during the ~~2013-2014~~ **2017-2018** school year, the daily rate for the entire ~~2014-2015~~ **2018-2019** school year will be ~~\$160~~ **\$200**.

TABLE 1

DAILY RATES	Annual Days Worked 1 to 30	Annual Days Worked 31 to 60	Annual Days Worked 61 to 90	Annual Days Worked 91+
Daily Rate	\$120	\$130	\$150	\$160
More than 4 hours but less than 5 hours	\$90	\$98	\$112	\$120
4 hours or less	\$60	\$65	\$75	\$80

DAILY RATES	Annual Days Worked 1 to 30	Annual Days Worked 31 to 60	Annual Days Worked 61 to 90	Annual Days Worked 91+
Daily Rate	\$160	\$170	\$190	\$200
More than 4 hours but less than 5 hours	\$120	\$128	\$143	\$150
4 hours or less	\$80	\$85	\$95	\$100

4. Substitutes who are required to be on duty less than a full day will earn a proportionate amount for that day, based on the same schedule listed in Table 1. Before and after school hours are not included as on duty.
- If a substitute is earning a normal daily rate of ~~\$120~~ **\$160**, a proportionate rate will be paid as follows for less than a full day:
 - Less than four (4) hours: ~~\$60~~ **\$80**
 - More than four (4) hours but less than five (5) hours: ~~\$90~~ **\$120**
 - If a substitute is earning a normal daily rate of ~~\$130~~ **\$170**, a proportionate rate will be paid as follows for less than a full day:
 - Less than four (4) hours: ~~\$65~~ **\$85**
 - More than four (4) hours but less than five (5) hours: ~~\$98~~ **128**
 - If a substitute is earning a normal daily rate of ~~\$150~~ **\$190**, a proportionate rate will be paid as follows for less than a full day:
 - Less than four (4) hours: ~~\$75~~ **\$95**
 - More than four (4) hours but less than five (5) hours: ~~\$112~~ **\$143**
 - If a substitute is earning a normal daily rate of ~~\$160~~ **\$200**, a proportionate rate will be paid as follows for less than a full day:
 - Less than four (4) hours: ~~\$80~~ **\$100**
 - More than four (4) hours but less than five (5) hours: ~~\$120~~ **\$150**
5. After the tenth (10th) consecutive day in the same assignment, a substitute teacher shall be considered a long-term substitute teacher for the entire period the substitute teacher is assigned to the position. A long-term substitute teacher shall perform all of the school activities and responsibilities of the regular teacher under the direction of the school principal, including, but not limited to, staff meetings, parent conferences, lesson planning, etc. The daily rate for a long-term substitute teacher is ~~\$190~~ **\$200** per full day described

in Table 2. The rate for a long-term substitute teacher who teaches less than a full day for the term of the assignment will be paid as described in Table 2.

TABLE 2

LONG-TERM RATES	Annual Days Worked
Long Term Rate (11 or more consecutive days in the same assignment)	\$190
More than 4 hours but less than 5 hours	\$143
4 hours or less	\$95

LONG-TERM RATES	Annual Days Worked
Long Term Rate (11 or more consecutive days in the same assignment)	\$200
More than 4 hours but less than 5 hours	\$150
4 hours or less	\$100

A substitute that is assigned to a vacant position that is a full day and begins at the start of the school year will be paid a daily rate of ~~\$190~~ **\$200**. If a substitute teacher is assigned in to a new position that is created after the start of the school year and is a full day, the substitute will be paid a daily rate of ~~\$190~~ **\$200**. Assignments for less than a full day but more than one period, and fall under the same circumstances, will be paid proportionately as described above in Table 2.

6. Assignments that are on a minimum day of more than four (4) hours are to be considered full day assignments and shall be paid at the daily rate of the assigned substitute teacher. Assignments at George and Evelyn Stein School will be considered full day assignments and shall be paid at the daily rate of the assigned substitute teacher. However, the substitute teacher shall remain at the site until 3:00 p.m., fulfilling the duties of the absent teacher.
7. Two half-day assignments on the same day will be paid separately at the current rate of the substitute teacher.
8. A roving position is defined as an assignment that involves covering several classes throughout the day. A substitute who accepts a roving assignment but ends up covering one class in the morning and another in the afternoon will be paid for two half-day assignments.
9. A kindergarten full-day assignment shall be at the current daily rate of the substitute teacher. The rate for one half-day assignment (one class assignment) will be the current half-day rate of the substitute teacher. The rate for two half-day assignments shall be paid separately at the current rate of the substitute teacher.
10. If the substitute is asked to teach during his or her preparation period and is asked to teach beyond the Board established teaching day, the substitute teacher will receive a proportional amount for that day based on his/her current pay.
11. Long-term substitutes working 20 consecutive days or longer in one position are entitled to one day sick leave per calendar month. They are also entitled to one day of personal

leave without pay per long term assignment. Personal leave and sick leave are not transferable or cumulative for another position. If absent due to illness, bereavement or the above personal day the substitute does not revert to the daily rate.

In order to qualify for the above long-term rates the substitute must teach a minimum of two (2) periods per day on a long-term consecutive basis. One period assignment on a long-term basis would remain ~~\$95~~ **\$100**.

12. Substitute teachers who teach at more than one school site on the same day are entitled to mileage. Claim forms may be picked up at the school site.
13. When errors are made on a substitute's pay the error will be corrected on a case by case basis.
14. Substitutes will be allowed access to a 403b retirement plan that may be offered through the Tracy Unified School District. Certain requirements must be met in order to maintain membership. If membership is not maintained, it will be up to the substitute to re-establish the membership through the Payroll Department.
15. The District will provide an annual one-day in-service for substitute teachers. Those attending for the full day will be paid ~~\$120~~ **\$160**.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 13, 2018
SUBJECT: **Approve Administrative Intern Agreement with Teachers College of San Joaquin**

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 administrative positions within the district. A contract between Teachers College of San Joaquin and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from July 1, 2018 through June 30, 2020.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Administrative positions. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Administrative Intern Agreement with Teachers College of San Joaquin

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

Co-Sponsor Agreement

PRELIMINARY ADMINISTRATIVE SERVICES INTERN CREDENTIAL PROGRAM

2018 – 2020 Academic Years

Enclosed is a co-sponsor agreement for your educational agency official to sign and return.

The two parties, mutually agree to the following terms and conditions:

I. SERVICES PROVIDED BY TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION (TCSJ/SJCOE):

- A. Provide a Program Coordinator for the Administrative Services Credential Program and communicate with the designated district contact person (typically Human Resources);
- B. Provide ongoing support and advisement for administrative interns throughout the program, including a coach for the administrative intern;
- C. Provide program information, training and support to the TCSJ administrative intern's coach;
- D. Collaborate with the administrative intern's evaluator in evaluating the intern's growth and progress;
- E. Process the Administrative Intern Credential for the intern enrolled in the preliminary administrative services program at TCSJ/SJCOE;
- F. Process Preliminary Administrative Credential for the intern successfully completing the administrative services program at TCSJ/SJCOE.

II. SERVICE PROVIDED BY DISTRICT:

- A. Collaborate with the TCSJ/SJCOE Program Coordinator to evaluate the intern's progress;
- B. Comply with TCSJ's CA Commission on Teaching Credentialing approved Administrative Services Credential Program Standards;
- C. Assign a contact person to communicate with TCSJ/SJCOE representatives as needed.

III. TERMS OF AGREEMENT:

This agreement will be in effect from July 1, 2018 and will expire June 30, 2020.

IV. COMPENSATION:

N/A

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- A. Teachers College of San Joaquin/San Joaquin County Office of Education certifies that at all times TCSJ/SJCOE is acting as an independent contractor and not as employee of the district;

PRELIMINARY ADMINISTRATIVE SERVICES INTERN CREDENTIAL PROGRAM

Co-Sponsor Agreement
Revised January 22, 2018
Page 1 of 3

- B. Teachers College of San Joaquin agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ/SJCOE is not entitled to any such benefits.

**VI. TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION
RIGHT OF RETENTION:**

TCSJ shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other used thereof will be permitted except by permission of TCSJ/SJCOE. Proprietary materials will be exempted from this clause.

VII. LIABILITIES:

TCSJ/SJCOE shall defend, indemnify, and hold the district, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the district, its officers, employees, or agents. TCSJ will provide insurance documentation for their Field Supervisors as specified in Exhibit 1.

The district shall defend, indemnify, and hold TCSJ/SJCOE its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ/SJCOE its officers, employees, or agents.

Is the district employee/s providing services to the district Administrative Services Candidate a retiree?

Yes No N/A

If yes, are they being paid through a payroll system that reports to both CalSTRS and CalPERS?

Yes No N/A

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

COE District Charter NPS Private

CDS Code (7 or 14 digit) 75499

Name of Agency: Tracy Unified School District

Mailing Address: 1875 W. Lowell Ave.

Contact Person: Luz Gallegos

Telephone: 209-830-3260 X1301 Email: lgallegos@tUSD.net

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2018-2020 academic years (7/1/18 - 6/30/20):

Name of Approving Official: Tammy Jalique

Position/Title: Associate Superintendent for Human Resources

Signature of Approving Official: _____ Date: _____

Signature of TCSJ Director of Graduate Studies: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Please complete the Co-Sponsor information (type or print) and return the entire document to:

Judene Violante
Email: jviolante@sjcoe.net or
Fax: 209.468.9124 or
U.S. Mail: P.O. Box 213030 Stockton, CA 95213-9030



Exhibit 1
1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

The following is required for all university agreements:

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Workers Compensation for university employees who will be on district's school sites to observe their students. (waiver of subrogation to be part of this coverage)
 - d. Proof of Professional Liability Insurance, with coverage for Sexual Molestation Coverage with endorsement.
 2. An **Additional Insured Endorsement** (Form Number CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general liability and waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
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HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 13, 2018
SUBJECT: **Approve Agreement with Teachers College of San Joaquin for Teachers Working on Their Preliminary Administrative Credential**

BACKGROUND: Teachers College of San Joaquin offers an Administrative Preliminary Credential program. This program requires those teachers to spend 1 day each week for 12 weeks working as a “student administrator” at a school site within our district. Teachers College of San Joaquin will reimburse the cost of the substitute covering for the teacher at a rate not to exceed \$150.00 per day. This agreement will be effective during the 2017-2018 school year.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Administrative positions. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Agreement with Teachers College of San Joaquin for Teachers Working on Their Preliminary Administrative Credential

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

Co-Sponsor Agreement**PRELIMINARY ADMINISTRATIVE SERVICES CREDENTIAL PROGRAM****2018 – 2020 Academic Years**

Enclosed is a co-sponsor agreement for your educational agency official to sign and return.

The two parties, mutually agree to the following terms and conditions:

I. SERVICES PROVIDED BY TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION (TCSJ/SJCOE):

- A. Provide a Program Coordinator for the Administrative Services Credential Program and communicate with the designated district contact person (typically Human Resources);
- B. Provide ongoing support and advisement for candidates throughout the program;
- C. Provide program information, training, and support to fieldwork supervisors;
- D. Assign fieldwork placements in collaboration with participating district;
- E. Collaborate with fieldwork supervisors in evaluating the candidate's growth and achievement;
- F. Process the Preliminary Administrative Services Credential for candidates who successfully complete the administrative services program at TCSJ/SJCOE.

II. SERVICES PROVIDED BY DISTRICT:

- A. Collaborate with the TCSJ/SJCOE Program Coordinator to identify and select fieldwork supervisor(s) for the district candidate(s);
- B. Comply with TCSJ's CA Commission on Teaching Credentialing approved Administrative Services Credential Program Standards;
- C. Assign a contact person to communicate with TCSJ/SJCOE representatives as needed.

III. TERMS OF AGREEMENT:

This agreement will be in effect from July 1, 2018 and will expire June 30, 2020.

IV. COMPENSATION:

Candidates in this program are required to spend one (1) day each week for 12 weeks working as a "student administrator" at a school site in their district, or partner district. The TCSJ/SJCOE program will bear the cost of the substitute (not to exceed \$150.00 per day) for candidates through reimbursement to the district.

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- A. Teachers College of San Joaquin/San Joaquin County Office of Education certifies that at all times TCSJ/SJCOE is acting as an independent contractor and not as employee of the district;

PRELIMINARY ADMINISTRATIVE SERVICES CREDENTIAL PROGRAMCo-Sponsor Agreement
Revised January 22, 2018
Page 1 of 3

- B. Teachers College of San Joaquin agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ/SJCOE is not entitled to any such benefits.

**VI. TEACHERS COLLEGE OF SAN JOAQUIN/SAN JOAQUIN COUNTY OFFICE OF EDUCATION
RIGHT OF RETENTION:**

TCSJ shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other use thereof will be permitted except by permission of TCSJ/SJCOE. Proprietary materials will be exempted from this clause.

VII. LIABILITIES:

TCSJ/SJCOE shall defend, indemnify, and hold the district, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the district, its officers, employees, or agents. TCSJ will provide insurance documentation for their Field Supervisors as specified in Exhibit 1.

The district shall defend, indemnify, and hold TCSJ/SJCOE its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ/SJCOE its officers, employees, or agents.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree?

Yes No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

Yes No N/A

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

COE District Charter NPS Private

CDS Code (7 or 14 digit) 75499

Name of Agency: Tracy Unified School District

Mailing Address: 1875 W. Lowell Ave.

Contact Person: Luz Gallegos

Telephone: 209-830-3260 x1301 Email: lgallegos@tusd.net

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2018-2020 academic years (7/1/18 - 6/30/20):

Name of Approving Official: Tammy Jalique

Position/Title: Associate Superintendent for Human Resources

Signature of Approving Official: _____ Date: _____

Signature of TCSJ Director of Graduate Studies: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Please complete the Co-Sponsor information (type or print) and return the entire document to:

Judene Violante

Email: jviolante@sjcoe.net or

Fax: 209.468.9124 or

U.S. Mail: P.O. Box 213030 Stockton, CA 95213-9030



Exhibit 1
1875 W. Lowell Avenue
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Phone (209) 830-3230
Fax (209) 830-3269

The following is required for all university agreements:

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Workers Compensation for university employees who will be on district's school sites to observe their students. (waiver of subrogation to be part of this coverage)
 - d. Proof of Professional Liability Insurance, with coverage for Sexual Molestation Coverage with endorsement.
 2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general liability and waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
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HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 13, 2018
SUBJECT: Approve Teacher Intern Agreement with Teachers College of San Joaquin

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. A contract with Teachers College of San Joaquin and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be in effect during the 2018-2020 academic school years.

RATIONALE: By renewing the Teachers College of San Joaquin Internship, the District will expand its pool of applicants. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Teacher Intern Agreement with Teachers College of San Joaquin

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources

Co-Sponsor Agreement**IMPACT INTERN PROGRAM****2018 – 2020 Academic Years**

Enclosed is a co-sponsor agreement for your educational agency official to sign and return. When hiring an intern, a co-sponsor agreement between an employing agency and a CA Commission on Teacher Credentialing (CCTC) approved Program Sponsor must be in place in order to comply with CCTC requirements. The Teachers College of San Joaquin (TCSJ) IMPACT Intern Credential Program is housed within the San Joaquin County Office of Education.

GENERAL PARTNERSHIP AGREEMENTS:

Intern programs are the result of a partnership between the institution that prepares teachers (Program Sponsor) and the employer. The district or employing agency agrees that there is a need for teachers and that certificated employees will not be displaced when hiring interns.

1. The employing agency shall ensure that site administrators with employed interns are aware of the shared responsibilities set forth in this agreement.
2. The employing agency shall assign a representative (e.g. Assistant Superintendent or site Principal) to act as a contact person to the TCSJ IMPACT Intern Program.
3. The employing agency shall provide representation at Consortium meetings.
4. The employing agency ensures the intern candidate is a teacher of record in a minimum .5 FTE capacity fully aligned to credential being sought.
5. Intern assignments must enable the candidate to attend classes on time and complete the requirements of the TCSJ IMPACT Intern Program.
 - a. To the extent possible, and in accordance with the educational agency bargaining unit guidelines, the educational agency agrees to assign minimal extra/co-curricular activities and/or provide early release to the intern.
6. The employing agency shall respond to requests for evaluation data as requested by the CCTC and TCSJ IMPACT Intern Program, including survey completion, demographic and/or retention information.
7. Interns who are admitted into the Teachers College of San Joaquin IMPACT Intern Credential Program must:
 - a. Be employed as the teacher of record in an assignment that aligns with the credential being pursued (Mild/Moderate, Moderate/Severe, Early Childhood Special Education, Multiple Subject or Single Subject classroom);
 - b. Complete TB testing and fingerprinting with the employing agency;
 - c. Be employed in a setting where video capture is permitted for candidate reflection and Teaching Performance Assessments (TPAs);
 - d. Be employed at a site with a fully qualified site administrator;
 - e. Be employed as the teacher of record in a minimum .5 FTE capacity fully aligned to credential being sought;

- f. Be employed in a face-to-face instructional setting with the same group of students on a daily or weekly basis as determined by the master schedule;
- g. Provide all documents required by the CCTC and TCSJ IMPACT Intern Program;
- h. Be enrolled in the TCSJ IMPACT Intern Program.

PEER SUPPORT/COACHING & MENTORING:

Pursuant to California Education Code 44321, the supervision, mentoring and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. Per CCTC, employers are responsible for ensuring that the intern they have hired is supported. **Prior to an intern assuming daily teaching responsibilities**, the employer must identify a peer coach/mentor. The peer coach/mentor may not be the intern's supervisor/evaluator.

The combination of **employer-provided** support and mentoring, and program support and supervision (provided by TCSJ) to the intern must include the following:

1. A minimum of 144 hours of annual support/mentoring and supervision:
 - a. Support may include, but is not limited to weekly course planning of curriculum and assessments, coaching within the classroom, and problem-solving regarding student issues.
 - b. A minimum of five hours per week of support/mentoring and guidance must be provided to an intern teacher by the employing agency.
 - c. The program sponsor will provide opportunities to fulfill a portion of the 144 hours of general support needed each year.
 - d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
 - e. The intern will be responsible for documenting hours of support received.
2. An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to an intern teacher unless the intern holds a CLAD, EL Authorization or has passed all sections of the CTEL Examination.
 - a. The employing agency must identify an employee who will be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed.
 - b. The identified coach/mentor *may* be the same peer coach/mentor that is providing general support and supervision provided that the individual possesses an English learner authorization and will be immediately available to assist the intern teacher in working with English learners.
 - c. The program sponsor will provide opportunities to fulfill a portion of the 45 hours of support/mentoring and supervision specific to meeting the needs of English learners.

- d. The program sponsor will provide the intern with procedures to document and monitor the CCTC required hours of mentoring and support from the employer and TCSJ IMPACT Intern Program.
3. The peer coach/mentor must meet the following minimum qualifications:
 - a. Hold a valid corresponding Clear or Life credential in the content area he/she is supporting;
 - b. Possess EL Authorization if responsible for providing specified EL support;
 - c. Have three years of successful teaching experience;
 - d. Agree to complete 10 hours of initial orientation, provided by the program.
4. Sufficient resources are to be provided, including the identification of protected time for employer-provided peer coach/mentor to work with the intern **within** the school day.
5. The employer determines the terms of employment for the peer coach/mentor and additional personnel. It is at the discretion of the employer to determine if the peer coach/mentor and/or additional personnel receive compensation and if so, compensation is the responsibility of the employer. The employer agrees to provide any substitute release time necessary to train the peer coach/mentor and for the peer coach to conduct observations if needed.
6. The employing agency shall honor the confidentiality between the intern and peer coach/mentor while monitoring the contact and effectiveness of the peer coach/mentor.
7. Issues regarding a peer coach/mentor will be addressed in a timely way, with a plan for intervention or reassignment, if necessary.
8. The employing agency agrees to allow, after parent permission is granted, the Support Supervisor to observe Education Specialist candidates during an IEP meeting, or failing that, to debrief with a participating educational agency administrator who was present at a recent IEP meeting conducted by the candidate.

RESPONSIBILITIES OF EMPLOYING AGENCIES/DISTRICTS

The employing agency acknowledges that:

1. Candidates will pay tuition/fees during their enrollment in the program and, if appropriate, the employer will assist the TCSJ IMPACT Intern Program Student Account's office to establish monthly payroll deduction of tuition for the intern. Credential recommendations cannot be made if the candidate is not in "good financial standing".
2. The credential recommendation is jointly made between the educational agency and the TCSJ IMPACT Intern Program. Employment decisions, such as continuing employment and tenure decisions, are separate from credentialing decisions. In the instance when the employing agency, for whatever reason, no longer employs an intern candidate, the program sponsor will make the recommendation for the appropriate credential if the candidate has successfully completed the intern program.

3. Should a candidate not fulfill the completion requirements of the TCSJ IMPACT Intern Program, including timely payment of tuition, the program may drop the candidate, which we acknowledge may create employment issues for the educational agency. Program personnel will consult with appropriate educational agency staff and the candidate prior to this decision.
4. Candidates will be compensated for units earned in the program in the manner normally provided to all educational agency teachers.
5. Candidates will be evaluated annually.

RESPONSIBILITIES OF PROGRAM SPONSOR (TCSJ):

The responsibilities of the Program Sponsor, Teachers College of San Joaquin IMPACT Intern Program (San Joaquin County Office of Education), shall include the following:

1. Identification and assignment of a Support Supervisor and allocation of additional personnel if needed to provide on-site support for the intern;
2. Providing appropriate orientation and training for the Support Supervisor and peer coach/mentor;
 - a. The content of this orientation includes but is not limited to characteristics of coaching, expectations for time and frequency of visitations, developing an understanding of the Teaching Performance Expectations, and process for documenting observations and evaluations of intern.
3. Establishing effective and on-going communication with employing agency and TCSJ IMPACT Intern personnel (e.g. Support Supervisor, Program Evaluator, Program Coordinators, Program Director and President) as appropriate to ensure a successful teaching experience for the intern;
4. Providing all CCTC required coursework for the Preliminary Credential and assistance with questions or issues in regard to credentialing;
5. Processing appropriate documents with the CCTC for intern, preliminary, and clear (if appropriate) credentials for candidates.
6. Provide insurance documentation for the TCSJ Field Supervisors as specified in Exhibit 1.

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

COE District Charter NPS Private

CDS Code (7 or 14 digit) 75499

Name of Agency: Tracy Unified School District

Mailing Address: 1875 W. Lowell Ave.

Contact Person: Luz Gallegos

Telephone: 209-830-3260 x1301 Email: lgallegos@tusd.net

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2018-2020 academic years (7/1/18 - 6/30/20):

Name of Approving Official: Tammy Jalique

Position/Title: Associate Superintendent for Human Resources

Signature of Approving Official: _____ Date: _____

Signature of Educational Agency Board President (optional): _____

Date: _____

Signature of TCSJ Director of IMPACT Credentials: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

Please complete the Co-Sponsor information (type or print) and return the entire document to:

Crysol Salcedo
Email: csalcedo@sicoe.net or
Fax: 209.468.9124 or
U.S. Mail: P.O. Box 213030 Stockton, CA 95213-9030

Candidates will not be admitted to the Teachers College of San Joaquin IMPACT Intern Credential Program without a current Co-Sponsor Agreement from the sponsoring educational agency on file.



Exhibit 1

1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

The following is required for all university agreements:

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Workers Compensation for university employees who will be on district's school sites to observe their students. (waiver of subrogation to be part of this coverage)
 - d. Proof of Professional Liability Insurance, with coverage for Sexual Molestation Coverage with endorsement.
 2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general liability and waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
-



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 6, 2017
SUBJECT: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2017-2018 School Year

BACKGROUND: The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2018. CSEA submitted its initial bargaining proposal for a successor agreement at the regularly scheduled board meeting on March 13, 2018.

RATIONALE: CSEA is requesting to meet and negotiate with the District for the Articles shown on the attached proposal. The District chooses to open the following Articles:

- Article VIII - Pay and Allowances
- Article X - Fringe Benefits
- Article XL – Reclassification Requests
- Article XLIV – Duration of and Procedure for Modifying this Agreement

This agenda item meets Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: N/A

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2017-2018 School Year.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



California School Employees Association

610 Contract Review Form

Date: 2-27-18

Chapter Name & Number: Tracy #98
Employer: Tracy USD
Unit: Wall to Wall

Chapter President: Michael Caulfield
Employer's Negotiator: Tammy Jaliq
LRR: SLRR Gaulman

LRR not at Table:

Initial Proposals																							
<input checked="" type="checkbox"/> Successor (Next) ✓ Current Contract Term: <u>7-1-15</u> to <u>6-30-18</u> ✓																							
Date Chapter Surveyed <u>2-13-18</u> ✓ Proposed Contract Term: <u>7-1-18</u> to <u>6-30-21</u> ✓																							
<input type="checkbox"/> Reopener: <input checked="" type="checkbox"/> Succ ✓ <input type="checkbox"/> Yr 1R <input type="checkbox"/> Yr 2R <input type="checkbox"/> Yr 3R <input type="checkbox"/> Yr 4R for School Year: ___/___																							
Date of Membership Approval: <u>2-20-18</u> ✓ Date Submitted to Employer: <u>3-1-18</u>																							
Tentative Agreement (Successor/Reopeners)																							
Current Contract Term: _____ to _____																							
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<input type="checkbox"/> Reopener: <input type="checkbox"/> Succ <input type="checkbox"/> Yr 1R <input type="checkbox"/> Yr 2R <input type="checkbox"/> Yr 3R <input type="checkbox"/> Yr 4R for School Year: ___/___																							
Ratification Dates: _____ Chapter: _____ Employer: _____																							
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Contract Details																							
Concessions:	Opt-Outs:	Waivers:																					
<input type="checkbox"/> Furlough <input type="checkbox"/> Layoffs <input type="checkbox"/> Reductions <input type="checkbox"/> Salary Roll Back	<input type="checkbox"/> Cash In Lieu of Benefits <input type="checkbox"/> Cash on Salary Schedule <input type="checkbox"/> Other (see comments) <input type="checkbox"/> Tax Deferred Account	<input type="checkbox"/> Contract Extended <input type="checkbox"/> Contracting Out <input type="checkbox"/> Grievance <input checked="" type="checkbox"/> Past Practices <input type="checkbox"/> Reduction of Hours																					
Protections:	Restorations:	Reopeners/Schedule:																					
<input checked="" type="checkbox"/> Agency Shop ✓ <input type="checkbox"/> Binding Arb - Discipline <input type="checkbox"/> Binding Arb - Grievance <input type="checkbox"/> LCFF/LCAP Trigger <input checked="" type="checkbox"/> No Contracting Out ✓ <input checked="" type="checkbox"/> Orientation includes Union	<input type="checkbox"/> Eliminate Furloughs <input type="checkbox"/> Hours <input type="checkbox"/> Position <input type="checkbox"/> Salary	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Cycle</th> <th>School Yr</th> <th>IP Due</th> </tr> </thead> <tbody> <tr> <td>Succ</td> <td>___/___</td> <td></td> </tr> <tr> <td>Yr 1R</td> <td>___/___</td> <td></td> </tr> <tr> <td>Yr 2R</td> <td>___/___</td> <td></td> </tr> <tr> <td>Yr 3R</td> <td>___/___</td> <td></td> </tr> <tr> <td>Yr 4R</td> <td>___/___</td> <td></td> </tr> <tr> <td>Next</td> <td></td> <td></td> </tr> </tbody> </table>	Cycle	School Yr	IP Due	Succ	___/___		Yr 1R	___/___		Yr 2R	___/___		Yr 3R	___/___		Yr 4R	___/___		Next		
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Yr 4R	___/___																						
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Tentative Agreement (MOU/Settlements)																							
Current Contract Term: _____ to _____ for School Year: ___/___																							
<input type="checkbox"/> Disciplinary Settlement <input type="checkbox"/> Grievance Settlement <input checked="" type="checkbox"/> Other/Subject: _____																							
Agreement Ends: _____																							
Ratification Dates: _____ Chapter: _____ Employer: _____																							
LRR Comments:																							

For Office Use Only***

Date SLRR Reviewed: 2-27-18 SLRR Initials: [Signature] Date FD Reviewed: 2-28-18 FD Initials: [Signature]

Member Ratification E-Board Ratification No Ratification Chapter Approval Vote Count: Yes _____ No _____

610 Okay 610 Okay (late) 610 Denied Date Letter Sent: 2/28/18 JK

FD/SLRR Comments/Recommendations:



**California
School
Employees
Association**

5375 West Lane
Stockton, CA 95210
(209) 472-2170
(800) 757-4229
FAX: (209) 472-2089
www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



February 28, 2018

VIA EMAIL SCAN & U.S. MAIL
mikecaulfield67@yahoo.com

Michael Caulfield, Chapter President
Tracy Chapter #098
230 Brannon Dr.
Tracy, CA 95376-1958

Dear President Caulfield:

We have received the Initial Proposal-Successor-2018-2021. The initial proposal has been reviewed in accordance with Policy 610 and I have found no apparent violations of law, CSEA's Constitution and Bylaws or policies of the Association.

Remember once a tentative agreement has been reached, forward a signed copy to your Labor Relations Representative immediately for review and approval prior to ratification.

I would like to take this opportunity to acknowledge the time and effort spent by the Negotiating Committee and yourself in preparing the initial proposal. Your involvement and dedication is truly appreciated.

Very truly yours,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Janet Jones Sterling
Field Director

JJS/jk

Enclosure: Ch_0098-2018-2021-IP

c: Debra Ladwig, Regional Representative 42
Carmen Alessandro, Area Director E
Roderick Gaulman, Senior Labor Relations Representative
098 file

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER 98

Initial Proposal for 2017-2018

The Association shall submit their proposal for a Successor Agreement to the District between January 1st and March 15th, 2018. The District shall respond in writing within (30) days of receipt of the Association's successor proposal.

***Article 7.3, Job Stewards and Site Representatives,** Revise language consistent with the Representational Rights of Job Stewards and Site Representatives

***Article 8.5 C & C 1, Pay and allowances**

- Provide a reasonable amount of pay increase
- Classified employees are not substitute when backfilling for other classified

***Article 9.1. Reimbursement,** Uniform Replacement language should be consistent with Article 31.1

***Article 9.2, Reimbursement,** Address the cost auto insurance or indemnify for employees in case of accident

***Article 10, Fringe Benefits,** The District to provide a reasonable cost of rising health insurance

***Article 11.11 (B), Hours and Overtime,** All hours above eight (8) hours per day are overtime, regardless of the duty performed

***Article 13.1, Bereavement Leave,** Include Certified Domestic Partner to the list

***Article 32, Layoff and Reemployment,** Include Reduction of Hours per Government Code standards

***Article 33, Grievance Procedures,** Include a Mediation Clause before going to advisory arbitration

***New Article 41, School Calendar,** Classified Employees work year calendar to be bargained with CSEA

***Article 45, Duration,** create a new successor term 7-1-18 through 6-30-21